

HAMILTON UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING AGENDA
Hamilton Elementary School Multipurpose Room/Zoom/Facebook Live
277 Capay Avenue, Hamilton City, CA 95951
Wednesday, October 26, 2022
www.husdschools.org

5:30 p.m. Public session for purposes of opening the meeting only
5:30 p.m. Closed session to discuss closed session items listed below (For Board Only)
6:00 p.m. Reconvene to open session no **later** than 6:30 p.m.

Hamilton Unified School District Board Meetings are open to the public. Please join the meeting by attending in person or via the livestream on Facebook Live on the District's Facebook Group page or through the below Zoom link or dial by phone as listed below:

Join Zoom Meeting

<https://us02web.zoom.us/j/84688330892?pwd=aGdCb1VRZFgyTURmeW5POUU5WHIVZz09>

Meeting ID: 846 8833 0892

Passcode: board

Dial in by phone:

+1 669 900 6833 US

Meeting ID: 846 8833 0892

Passcode: 826421



1.0 OPENING BUSINESS:

- a. Call to order and roll call

_____ Hubert "Wendell" Lower, President
_____ Genaro Reyes

_____ Rod Boone, Clerk
_____ Ray Odom

_____ Gabriel Leal

2.0 IDENTIFY CLOSED SESSION ITEMS:

3.0 PUBLIC COMMENT ON CLOSED SESSION ITEMS: Public comment will be heard on any closed session items. The board may limit comments to no more than three minutes per speaker and 15 minutes per item.

4.0 ADJOURN TO CLOSED SESSION: To consider qualified matters.

- a. Government Code Section 54957, Personnel Issue. To consider public employee, evaluation, reassignment, resignation, release, dismissal, or discipline of a classified and/or certificated employee.
- b. Government Code Section 54957.6, Labor Negotiations. To confer with the District's Labor Negotiator, Superintendent Jeremy Powell regarding HTA and CSEA negotiations.
- c. Conference with labor Negotiator Gov. Code sec. 54957.6, subd. (a). Agency designated representative: Dr. Jeremy Powell; Employee Organization: Hamilton Teachers Association.

Report out action taken in closed session.

5.0 PUBLIC SESSION/FLAG SALUTE:

6.0 ADOPT THE AGENDA: (M)

7.0 COMMUNICATIONS/REPORTS:

- a. Board Member Comments/Reports
- b. ASB President and Student Council President Reports
 - i. Hamilton High School – Alyssa Fox
 - ii. Hamilton Elementary School
- c. District Reports (written)
 - i. Technology Report by Frank James (p. 4)
 - ii. Nutrition Services Report by Erendida Moreno (p. 5)
 - iii. Operations Report by Alan Joksch (p. 6)
- d. Principal and Dean of Student Reports (written)
 - i. Ulises Tellechea, Hamilton Elementary School Principal (presentation)
 - ii. Maria Reyes, District Dean of Students (handout)
 - iii. Cris Oseguera, Hamilton High School Principal (p. 7)
 - iv. Silvia Robles, Adult School (p. 9)
- e. Chief Business Official Report by Kristen Hamman (p. 10)
- f. Superintendent Report by Jeremy Powell (p.11)

8.0 PRESENTATIONS:

- a. Hamilton Elementary School Presentation

9.0 CORRESPONDENCE:

- a. None

10.0 INFORMATION ITEMS:

- a. HUSD Enrollment History for 5 years (p. 12)
- b. Bond Status: Fund 21 Update (p. 14)
- c. Hamilton Elementary Restroom Renovation, Trash Enclosure & Solar Array Projects Updates
- d. GCOE review and approval letter of HUSD July 1, 2022 LCAP and Budget (p. 19)

11.0 DISCUSSION ITEMS:

- a. Review draft RFQ/P HUSD Facilities Master Plan & obtain direction regarding scope of work (p. 20)
- b. HUSD 2023 Draft Board Meeting Schedule and Agenda Item Deadlines for Review and Discussion (p. 43)
- c. CSBA Policies review for first readings and discussion (p. 44)
 - i. Board Policy 4140: Bargaining Units
 - ii. Board Policy 4240: Bargaining Units
 - iii. Board Policy 4340: Bargaining Units
 - iv. Administrative Regulation 4161.2: Personal Leaves
 - v. Administrative Regulation 4261.2: Personal Leaves
 - vi. Administrative Regulation 4361.2: Personal Leaves
 - vii. Administrative Regulation 4161.5: Military Leave
 - viii. Administrative Regulation 4261.5: Military Leave
 - ix. Administrative Regulation 4361.5: Military Leave
 - x. Board Policy 4216: Probationary/Permanent Status
 - xi. Board Policy 4218: Dismissal/Suspension/Disciplinary Action
 - xii. Administrative Regulation 4218: Dismissal/Suspension/Disciplinary Action
 - xiii. Board Policy 6146.1: High School Graduation Requirements
 - xiv. Administrative Regulation 6146.1: High School Graduation Requirements
 - 1. Delete
 - xv. Board Policy 6158: Independent Study
 - xvi. Administrative Regulation 6158: Independent Study
 - xvii. Board Policy 6178: Career Technical Education
 - xviii. Administrative Regulation 6178: Career Technical Education
 - xix. Board Policy 6200: Adult Education
 - xx. Administrative Regulation 6200: Adult Education
 - xxi. Board Policy 7150: Site Selection and Development
 - xxii. Administrative Regulation 7150: Site Selection and Development
 - xxiii. Board Policy 9100: Organization
 - 1. Option 1

12.0 PUBLIC COMMENT: Public comment on any item of interest to the public that is within the Board’s jurisdiction will be heard (agenda and non-agenda items). The Board may limit comments to no more than three minutes per speaker and 15 minutes per topic. Public comment will also be allowed on each specific action item prior to board action thereon.

13.0 ACTION ITEMS:

- a. Approve job description for Preschool Director/Career Technical Education Teacher at Hamilton High State Preschool. (p. 258)
- b. Approve updated Other Duty 2022-23 salary schedule - clarification language only. (p. 262)
- c. Authorize Superintendent or designee to enter into an agreement with the lowest responsive bidder for the Hamilton Elementary School Restroom Alterations Project (p. 264)
- d. Approve NV5 Proposals for Construction Quality Assurance/Inspection Services for Hamilton Elementary and Hamilton High School Solar Array Installations. (p. 265)
- e. Approve 3 Year Agreement 2020-23 between CSEA #623 and Hamilton Unified School District. (p. 288)
- f. Approve District and CSEA intention to negotiate “Sunshine” requirements for the 2022-23 school year consistent with Government Code Section 3547 “Sunshine” requirements.(p. 350)
- g. Approve District and HTA intention to negotiate “Sunshine” requirements for the 2022-23 school year consistent with Government Code Section 3547 “Sunshine” requirements. (p. 353)
- h. Approve 2022-23 Butte-Glenn Community College District Allocation Agreement for California Adult Education Program (p. 356)
- i. Re-Affirm 2000-01 Adopted CIF Pursuing Victory with Honor Principles. (p. 384)
- j. Approve HUSD Significant Disproportionality Report to CDE (p. 388)

14.0 CONSENT AGENDA: Items in the consent agenda are considered routine and are acted upon by the Board in one motion. There is no discussion of these items prior to the Board vote and unless a member of the Board, staff, or public request specific items be discussed and/or removed from the consent agenda. Each item on the consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

- a. Minutes from Regular Board Meeting on September 28, 2022 (p. 423)
- b. Minutes from Special Board Meeting on October 5, 2022 (p. 426)
- c. Authorize Superintendent to approve and execute Notice of Exemption of CEQA (California Environmental Quality Act) for HES Restroom Alterations (p. 428)
- d. Authorize Superintendent to approve and execute Notice of Exemption of CEQA (California Environmental Quality Act) for HES & HHS Solar Array Installations (p. 430)
- e. Warrants and Expenditures (p. 432)
- f. Interdistrict Transfers (new only; elementary students reapply annually).

- i. Out
 - 1. Hamilton Elementary School
 - a. None
 - 2. Hamilton High School
 - a. None
- ii. In
 - 1. Hamilton Elementary School
 - a. None
 - 2. Hamilton High School
 - a. 9th x 1

g. Personnel Actions as Presented:

- i. New hires:

Erendida Moreno	Interim Director of Nutrition & Student Welfare	HUSD
Sean Montgomery	Child Nutrition Lead	HES
Nayeli Medina-Duran	SPED Paraeducator	HES
Alissa Moreno	Paraeducator/Library Media Technician	HES
Michael Watson	Information Systems Technician	HUSD
- ii. Resignations/Retirement:

Sean Montgomery	Director of Nutrition & Student Welfare	HUSD
Erendida Moreno	Child Nutrition Lead	HES

15.0 ADJOURNMENT:

Technology Report
Board Meeting on October 26, 2022
Frank James, Director of Technology

Completed and in Progress Tasks

- **Dell Computers:**
 - Continuing to replace computers for staff members as well as upgrade some of the older equipment by adding more RAM to improve performance
- **E-Rate Funding:**
 - We're starting the process of Category 2 E-Rate funding.
 - This project will encompass replacing all HUSD Wi-Fi access points, the primary HUSD Firewall and backbone network switches.
 - I've submitted the SKUs to our E-rate consultants and they will be putting together the proposal.
- **E-Waste:**
 - Mike and I palletized all of the equipment that we were decommissioning and had Computers for Classrooms pick up the pallets.
 - This freed up a lot of storage space as we had dozens of old monitors, phones and computers.
- **Speaker Clocks:**
 - We've reprogrammed all of the speaker clocks around campus.
 - Every time the power would go out, all the clocks would revert to their default programming.
 - They are now updated with a static configuration that will prevent this from happening.

HUSD Food Service Report
Board Meeting on October 26, 2022
Erendida Moreno, Interim Director of Nutrition

- Since the beginning of October, I have accepted the Food Service Director position.
- I would like to report its been a smooth transition for both positions involved.
- Sean is doing great as Lead Cook and is also helpful to me in my position.
- I am working to better organize the High School site.
- Claims for reimbursement of meals for August have been submitted with a total of 17 days of service.
 - High School Breakfast: 2,641 meals
 - High School Lunch: 2,659 meals
 - Hamilton Elementary Breakfast: 2,636 meals
 - Hamilton Elementary Lunch: 5,895 meals
 - This brings The Food service Department a total of \$64,362.57
- I am researching equipment and kitchen items for the High School kitchen under KIT grant that is available for immediate use.
- As the month progresses I will be submitting claims for September.

HUSD Maintenance Report

Board Meeting on October 26, 2022

Alan Joksch, Director of Maintenance and Transportation

Maintenance and Operations:

- Four new drinking fountains with chilled water and attached water bottle fillers were purchased:
 - Three will be installed at the High School
 - One will be installed in the Elementary Cafeteria.
- We assisted the Elementary with materials for the campus clean-up day.
- We cleaned and prepped the High School Gym and campus for the regular Fall sports season wrap up.
- We will be transitioning the fields to Soccer as the Football season ends

Transportation

- Van usage is increasing with Fall Sports Playoffs, Winter Sports beginning and Campus Tours
- Daily bussing is proceeding as scheduled with added mid-day runs during parent teacher conferences.

**Hamilton High School
HUSD Board Report
October 2022
(created 10/18/22)**

**** Please read our HHS October Newsletter for a complete review of the first week of school and upcoming school related events and dates!**

.....
1. HHS/EBHS Current Enrollment for 2022-23:

HHS: 9th=96; 10th=61; 11th= 75; 12th= 65. Total= 297 + 17 (EBHS)=314. HHS numbers adjusted as we transferred a few students to EBHS since early August report. Enrollment and attendance remain strong at HHS this school year.

2. HHS First Quarter We successfully completed our 1st Quarter on October 7!

Students have and staff have been heavily involved in activities with HHS having had campus tours to Colorado and Wyoming with FFA; Ag conferences to several locations; college visits to Chico and Sacramento State Universities; hosting our VB tournament; hosting various FB & VB games & CC as well; holding Articulation meetings to grow cohesive, camaraderie, collaborative 6-12 education discussions. We have been fortunate to have our teachers support each other as we have had to utilize teachers on prep periods to sub for colleagues due to illness, school activities, or other. Thank you to our staff for the continued support of our students and each other.

3. Teachers/Staff inservice: Hamilton High School had a great Articulation inservice on September 30 and October 14, with focus on building effective communication to prepare our incoming students to HHS. We are also hosting several HES 6-8th grade teachers for a fentanyl presentation on October 21 by Glenn County Doctor.

As stated before and a core belief for our school, our primary staff objective is to continue to have heart and compassion for our students, families, and staff while strengthening rapport with each. This presentation was well received by all HUSD teachers as were the high school focus areas:

- a. Continue to love, embrace, & nurture students academically, socially, emotionally
- b. Continue to love & support our staff and their needs
- c. Continue building relationships with the greater HC Community
- d. Form growth of all HHS programs through increased communication, collaboration, & pr.

As reported earlier, we are proud to have received a stellar six-year accreditation term from ACS WASC through 2028.

Specifically, for our site, connecting to our WASC growth goals and LCAP, we will be addressing the following throughout the next year:

- a. Improve/Increase A-G completion. For 21-22, we saw an increase already in this area
- b. Increase parent involvement & awareness through communication. This will be addressed through social media, parentsquare communication, regular informative newsletters. Events and meetings such as for SSC will be promoted even more.
- c. Concrete articulation with 6-8 teachers. This time must be sacred and done with fidelity to assist both school site levels. I will be coordinating dates and agendas with HES to ensure times are adhered to.

4. Upcoming Selected Events:

VB at Williams- October 18

VB at Princeton- October 19

FFA Farm Tour- October 18-19

VB vs. Core Butte- October 20- Senior Farewell

VB Playoffs begin October 25
FB vs. Biggs- Senior Farewell
HC Lions Club Chicken BBQ- October 22
No School- Teacher Inservice- October 24
Campus Tours- October 24-25
FB at Mt. Shasta- October 28
FB at Williams- November 4
FB Playoffs begin November 10 or 11
Progress Reports mailed- November 10
Veteran's Day- No School- November 11

Submitted:

A handwritten signature in blue ink, appearing to read "Cris Oseguera", written over a horizontal line.

Cris Oseguera
Principal
Hamilton High School

Hamilton Adult Education
Board Meeting Report-October 26, 2022
Silvia Robles/Director

Completed and in Progress Tasks – October, 2022

1. Enrollment and students served to date for all programs:
 - Citizenship..... 6
 - Computer Basics 8
 - CPR/First Aid October 2022
 - ESL..... 10
 - Fine Arts/Applied Art Cake Decorating.....14
 - Floral Design 17
 - Forklift Training..... 15
 - High School Diploma 16
 - TOTAL:.....86**

2. Enrollment and Testing is ongoing as needed.
3. Participated in “Dia Del Campesino” event in Chico, Ca.
4. Outreach and recruit with non-profit organizations, local businesses, employers...
5. WIOA II Network Meeting
6. Conduct Employment and Earnings Survey of former students who left program.
7. Complete Technology Skills Survey with current students.
8. A new course in Applied Art/ Cake Decorating group 1 was implemented back in September and is now concluding 6 weeks of introductory skills.
9. Arrangements for a 2nd group of Cake Decorating to start in November is now underway.

**Hamilton Unified School District
General Fund - Unrestricted and Restricted
October 26, 2022 Board Report**

	2022-23 Approved Budget	2022-23 Year To Date As of 10/18/22	2021-22 Approved Budget	2021-22 Year To Date As of 10/18/21
Revenues				
LCFF Sources	\$ 8,933,097	\$ 722,795	\$ 8,125,100	\$ 1,412,439
All Other Federal Revenue	\$ 1,069,285	\$ 4,422	\$ 236,750	\$ 168,317
Other State Revenue	\$ 368,759	\$ 70,782	\$ 553,175	\$ 95,859
Other Local Revenue	\$ 80,829	\$ 25,470	\$ 46,669	\$ 50,493
Other Financing Sources	\$ -	\$ 31,016	\$ -	\$ -
Total Revenues	\$ 10,451,970	\$ 854,485	\$ 8,961,694	\$ 1,727,108
Expenditures				
Certificated Personnel Salaries	\$ 3,870,816	\$ 736,837	\$ 3,580,239	\$ 672,588
Classified Personnel Salaries	\$ 1,346,175	\$ 316,385	\$ 1,168,056	\$ 272,696
Employee Benefits	\$ 2,171,864	\$ 499,353	\$ 2,059,770	\$ 453,656
Books and Supplies	\$ 595,189	\$ 192,328	\$ 738,305	\$ 99,816
Travel and Conferences	\$ 128,177	\$ 33,344	\$ 111,724	\$ 5,501
Dues and Memberships	\$ 13,650	\$ 14,426	\$ 14,850	\$ 10,834
Other Insurance	\$ 112,347	\$ 112,347	\$ 97,584	\$ 91,902
All Other Utilities	\$ 273,000	\$ 110,276	\$ 273,000	\$ 104,303
Rents/Leases/Repairs	\$ 61,275	\$ 19,964	\$ 72,245	\$ 23,794
Other Operating Expenditures	\$ 409,557	\$ 134,546	\$ 416,429	\$ 182,147
Capital Outlay	\$ 346,533	\$ 41,431	\$ 405,000	\$ 118,726
Other Outgo	\$ 1,485,551	\$ 13,262	\$ 896,147	\$ 10,579
Total Expenditures	\$ 10,814,134	\$ 2,224,499	\$ 9,833,349	\$ 2,046,542
Net Increase (Decrease) in Fund	\$ (362,164)	\$ (1,370,014)	\$ (871,655)	\$ (319,434)
Beg. Fund Balance at 7/1/22 (21-22 Unaudited Actuals)	\$ 2,453,356			
Projected Ending Fund Balance	\$ 2,091,192			

HUSD Superintendent Report
Board Meeting on October 26, 2022

Jeremy Powell, Ed. D.

October tends to be a LONG month for many different reasons: changing of the weather, the “newness” of school has begun to wear off, and students begin to push the boundaries their teachers have earlier put in place. This year, however, October has flown by! The excitement of learning and “regular” school activities has created an environment throughout the District of renewed hope and pride in our schools! Our teachers and staff are focused on supporting ALL students in their academic and emotional needs.

District Highlights for September & October:

- Hamilton High School continues to shine in the classroom and community:
 - Gear Up Partnership with UC Davis is helping to support our students as they look beyond high school through multiple trips to colleges throughout California.
 - Athletics continue to thrive by providing our student-athletes the opportunity to learn the critical skills of teamwork, dedication, and overcoming adversity. All of our teams have represented our school and community with great honor and pride!
 - College and Scholarship Night was a great success! Our Library was packed with parents eager to help their children look ahead to the exciting year planned for them!
- Hamilton Elementary continues to connect with parents and students:
 - Academic Parent Teacher Teams! This year we have 12 teachers providing teacher-parent partnerships to better support student learning.
 - The Hamilton Elementary “Zen Den” is providing a safe place where students are supported emotionally and socially. Working with an adult, students are able to learn self-regulation techniques in a quiet and calm environment.
 - Final plans and bids have gone out for the Elementary School restroom renovation, the trash area has been DSA approved, and solar panels will be installed at both HES and HHS over the Winter Break!
- Make sure to Follow us on:
 - Instagram: HamiltonUnified
 - Twitter: @hamiltonunified
 - Facebook: HamiltonUnifiedSchool District

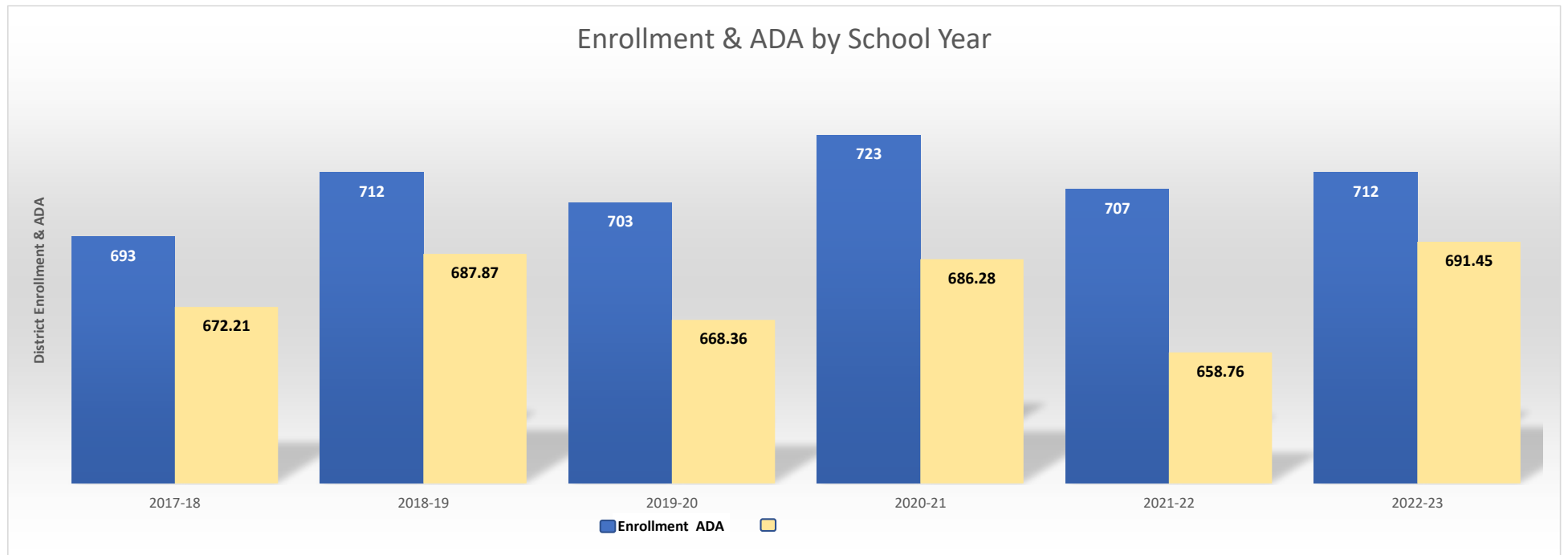
Upcoming Events:

- October 27th: Halloween Carnival
- November 7st: Bond Oversight Committee Meeting in the Library @ 5:30
- November 11th-No School Veterans Day
- November 21nd -27th: Thanksgiving Break
- December 7th: HULC in HHS Library at 3:30
- December 14th: HUSD Board Meeting in HHS Library @ 5:30

HUSD ENROLLMENT OVER SIX YEARS 2017-2023

1	2	3	4	5	6
2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
269 HHS	286 HHS	265 HHS	295 HHS	288 HHS	299 HHS
12 EBHS	9 EBHS	13 EBHS	11 EBHS	10 EBHS	16 EBHS
279 K-5	292 K-5	272 K-5	269 K-5	260 K-5	269 K-5
133 6-8	125 6-8	153 6-8	146 6-8	149 6-8	128 6-8
693 ENROLLMENT	712 ENROLLMENT	703 ENROLLMENT	723 ENROLLMENT	707 ENROLLMENT	712 ENROLLMENT
672.21 ADA	687.87 ADA	668.36 ADA	686.28 ADA	658.76 ADA	691.45 ADA

Enrollment and ADA totals above are based on P2 Data Reporting except current year based on current reporting



HUSD ENROLLMENT OVER SIX YEARS

2017-2023

2022-23 8/16/2022		
#STU	GRADE	
12	TK	
37	K	
42	1	
47	2	
45	3	
46	4	
40	5	
39	6	
47	7	
45	8	
96	9	
64	10	
82	11	
77	12	
719 TOTAL		

2022-23 8/1-8/26/22		
#STU	GRADE	
12	TK	11.29
38	K	29.86
43	1	40.93
47	2	45.14
44	3	44.00
46	4	44.64
40	5	38.57
38	6	38.07
47	7	45.57
43	8	42.71
97	9	93.93
64	10	62.43
80	11	78.57
76	12	74.5
715 TOTAL		690.21

2022-23 8/29-9/23		ADA
#STU	GRADE	
12	TK	11.15
37	K	35.61
43	1	41.61
47	2	45.55
45	3	43.55
45	4	44.06
40	5	38.58
38	6	37.52
47	7	45.85
43	8	42.76
96	9	92.88
63	10	61.06
80	11	77.85
76	12	73.42
712 TOTAL		691.45

2022-23		ADA
#STU	GRADE	
	TK	
	K	
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
0 TOTAL		0.00

2022-23		ADA
#STU	GRADE	
	TK	
	K	
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
0 TOTAL		0.00

2022-23		ADA
#STU	GRADE	
	TK	
	K	
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
0 TOTAL		0.00

2022-23		ADA
#STU	GRADE	
	TK	
	K	
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
0 TOTAL		0.00

2022-23		ADA
#STU	GRADE	
	TK	
	K	
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
0 TOTAL		0.00

2022-23		ADA
#STU	GRADE	
	TK	
	K	
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
0 TOTAL		0.00

2022-23		ADA
#STU	GRADE	
	TK	
	K	
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
0 TOTAL		0.00

**Building Fund 21 (Bond) Expenditures for 2022-23
For October 26, 2022 HUSD Board Meeting
Total Expenditures through October 18, 2022**

PO #/Pymt ID	Date	Vendor	Description	Amount	Reimbursable*
252-2475134	7/12/2022	Bank of New York Mellon	Paying Agent Fee; Election of 2018, GO Bonds, Series A 2022-23	\$ 750.00	
PO23-00161	8/17/2022	Division of the State Architect (DSA)	Filing fees for Elem Trash Project	\$ 500.00	
PO23-00066	9/21/2022	Robertson Erickson Inc.	Elem Trash Project - civil engineering services for design	\$ 2,000.00	
PO23-00023	10/5/2022	Dannis Woliver Kelley	Legal fees related to expansion property	\$ 357.50	
Total expenditures through 10/18/22				<u>\$ 3,607.50</u>	

* YES means the expenditure is eligible for state reimbursement using a formula depending on the type of expenditure.

**Building Fund 21 (Bond) Expenditures for 2021-22
For August 24, 2022 HUSD Board Meeting
Total Expenditures through June 30, 2022**

PO #	Date	Vendor	Description	Amount	Reimbursable*
PV 16	9/8/2021	Bank of New York Mellon	Paying Agent Fee; RE: Election of 2018, GO Bonds, Series A	\$ 750.00	No
22-105	8/18/2021	Educational Facilities Program Management LLC	Program Management Services	\$ 1,400.00	Yes
22-105	10/13/2021	Educational Facilities Program Management LLC	Program Management Services	\$ 1,680.00	Yes
22-105	3/16/2022	Educational Facilities Program Management LLC	Program Management Services	\$ 3,080.00	Yes
22-105	5/27/2022	Educational Facilities Program Management LLC	Program Management Services	\$ 3,500.00	Yes
22-105	6/22/2022	Educational Facilities Program Management LLC	Program Management Services	\$ 2,520.00	Yes
20-495	10/20/2021	Integrated Educational Planning & Programming	Building/Expansion Project	\$ 22,740.00	
22-287	12/1/2021	Robertson Erickson	Surveying/civil engineering for HES trash area	\$ 1,150.00	n/a
22-287	3/2/2022	Robertson Erickson	Surveying/civil engineering for HES trash area	\$ 447.50	n/a
22-287	5/27/2022	Robertson Erickson	Surveying/civil engineering for HES trash area	\$ 447.50	n/a
22-287	6/22/2022	Robertson Erickson	Surveying/civil engineering for HES trash area	\$ 1,342.50	n/a
22-287	6/30/2022	Robertson Erickson	Surveying/civil engineering for HES trash area	\$ 2,237.50	n/a
Total expenditures through 6/30/2022				<u>\$ 41,295.00</u>	

* YES means the expenditure is eligible for state reimbursement using a formula depending on the type of expenditure.

**Building Fund 21 (Bond) Expenditures for 2020-21
For September 22, 2021 HUSD Board Meeting
Total Expenditures through June 30, 2021**

PO #	Date	Vendor	Description	Amount	Reimbursable*
PV 1	7/22/2020	Bank of New York Mellon	Paying Agent Fee; RE: Election of 2018, GO Bonds, Series A	\$ 750.00	No
423	9/23/2020	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 490.50	Yes
423	10/21/2020	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 2,256.00	Yes
423	12/2/2020	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 90.00	Yes
423	12/9/2020	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 12,913.50	Yes
423	2/3/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 3,598.50	Yes
423	2/24/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 10,069.50	Yes
423	3/24/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 14,973.00	Yes
423	4/28/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 8,113.50	Yes
423	5/26/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 5,380.50	Yes
423	6/30/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 2,130.00	Yes
423	6/30/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 5,023.50	Yes
EP 71	6/30/2021	Dannis Woliver Kelley	Legal fees related to land acquisition	\$ 306.00	Yes
PV 12	10/7/2020	Department of Toxic Substances Control - DTSC	Property purchase testing	\$ 577.58	Yes
21-150	8/19/2020	Educational Facilities Program Management LLC	Program Management Services	\$ 3,360.00	Yes
21-150	9/16/2020	Educational Facilities Program Management LLC	Program Management Services	\$ 4,480.00	Yes
21-150	10/14/2020	Educational Facilities Program Management LLC	Program Management Services	\$ 3,920.00	Yes
21-150	11/10/2020	Educational Facilities Program Management LLC	Program Management Services	\$ 4,200.00	Yes
21-150	12/9/2020	Educational Facilities Program Management LLC	Program Management Services	\$ 2,520.00	Yes
21-150	1/13/2021	Educational Facilities Program Management LLC	Program Management Services	\$ 1,120.00	Yes
21-150	2/10/2021	Educational Facilities Program Management LLC	Program Management Services	\$ 1,120.00	Yes
21-150	6/30/2021	Educational Facilities Program Management LLC	Program Management Services	\$ 1,680.00	Yes
PV 32	11/10/2020	Hamilton Unified Revolving Fund for Glenn County	File a parcel map in Glenn County	\$ 1,136.00	No
PV 91	6/2/2021	Hamilton Unified Revolving Fund for Glenn County	Timios Title - closing costs for purchase of property	\$ 2,335.28	No
ER 5	6/30/2021	Revolving Ck# 1678 refund	refund - parcel map - See PV 32 dated 11/10/20	\$ (1,136.00)	No
20-495	6/16/2021	Integrated Educational	Building/Expansion Project	\$ 10,260.00	No
19-515	11/10/2020	Placeworks Inc.	CEQA Study/Expansion	\$ 2,097.38	Yes
19-515	11/10/2020	Placeworks Inc.	CEQA Study/Expansion	\$ 2,186.63	Yes
21-152	8/19/2020	Robertson Erickson Inc	Final survey and map package for county recorder	\$ 1,650.00	Yes
21-152	10/21/2020	Robertson Erickson Inc	Final survey and map package for county recorder	\$ 740.00	Yes
21-152	12/16/2020	Robertson Erickson Inc	Final survey and map package for county recorder	\$ 540.00	Yes
21-152	12/16/2020	Robertson Erickson Inc	Final survey and map package for county recorder	\$ 1,105.00	Yes
21-152	2/3/2021	Robertson Erickson Inc	Final survey and map package for county recorder	\$ 180.00	Yes
21-152	2/24/2021	Robertson Erickson Inc	Final survey and map package for county recorder	\$ 740.00	Yes
21-152	6/23/2021	Robertson Erickson Inc	Final survey and map package for county recorder	\$ 1,225.00	Yes
448	9/2/2020	Sacramento Valley Mirror	Legal ad for public hearing related to high school expansion	\$ 82.00	Yes
TV 301	3/19/2021	Timios Escrow	Deposit into escrow for acquisition of property	\$ 50,000.00	Yes
TV 353	5/7/2021	Timios Escrow	Purchase of property	\$ 1,073,500.00	Yes
Total expenditures through 6/30/2021**				\$ 1,235,713.37	

* YES means the expenditure is eligible for state reimbursement using a formula depending on the type of expenditure.

** Total expenditures through 6/30/21 after year end closing entries.

**FUND 21 (Bond) Expenditures
FY 2019-2020**

PO #	Date	Vendor	Description	Amount	Reimbursable
423	9/27/2019	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 802.00	Yes
423	10/30/2019	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 1,126.00	Yes
423	11/13/2019	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 165.00	Yes
423	12/11/2019	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 2,969.00	Yes
423	1/8/2020	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518/1103	\$ 807.00	Yes
423	5/6/2020	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 754.50	Yes
423	5/20/2020	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 1,833.50	Yes
423	6/24/2020	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 1,194.50	Yes
423	6/30/2020	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 2,179.50	Yes
423	6/30/2020	Dannis Woliver Kelley	Legal Fees related to land acquisition - matter ending 518	\$ 9,317.00	Yes
19397	9/27/2019	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 1,057.63	Yes
19397	9/27/2019	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 1,445.00	Yes
19397	10/16/2019	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 2,960.00	Yes
19397	10/23/2019	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 171.62	Yes
19397	12/11/2019	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 12,940.58	Yes
19397	2/5/2020	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 12,895.93	Yes
19397	2/5/2020	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 560.00	Yes
19397	3/18/2020	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 4,475.12	Yes
19397	3/18/2020	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 1,252.38	Yes
19397	6/17/2020	Holdrege & Kull (NV5)	Prelim Assessment #032-230-015	\$ 1,366.98	Yes
19515	9/27/2019	Placeworks Inc.	CEQA Review; expansion project	\$ 4,692.02	Yes
19515	10/2/2019	Placeworks Inc.	CEQA Review; expansion project	\$ 5,009.48	Yes
19515	11/20/2019	Placeworks Inc.	CEQA Review; expansion project	\$ 9,667.98	Yes
19515	11/20/2019	Placeworks Inc.	CEQA Review; expansion project	\$ 14,715.59	Yes
19515	6/17/2020	Placeworks Inc.	CEQA Review; expansion project	\$ 15,933.69	Yes
19515	6/30/2020	Placeworks Inc.	CEQA Review; expansion project	\$ 430.49	Yes
19515	6/30/2020	Placeworks Inc.	CEQA Review; expansion project	\$ 9,341.19	Yes
19515	6/30/2020	Placeworks Inc.	CEQA Review; expansion project	\$ 2,588.26	Yes
20202	9/27/2019	Department of Toxic Substances Control - DTSC	Property Purchase Testing	\$ 14,480.00	Yes
20219	9/27/2019	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 5,040.00	Yes
20219	9/27/2019	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 4,200.00	Yes
20219	11/13/2019	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 4,480.00	Yes
20219	12/11/2019	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 3,080.00	Yes
20219	1/15/2020	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 2,520.00	Yes
20219	2/12/2020	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 2,380.00	Yes
20219	3/11/2020	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 4,480.00	Yes
20219	4/15/2020	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 5,320.00	Yes
20219	5/20/2020	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 3,920.00	Yes
20219	6/17/2020	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 4,200.00	Yes
20219	6/30/2020	Educational Facilities Program Management LLC	Consulting for HHS Expansion Project	\$ 5,180.00	Yes
20247	11/20/2019	Timios Title	Title Report for new property	\$ 400.00	Yes
20287	10/9/2019	Robertson Erickson Inc.	Survey for land	\$ 3,250.00	Yes
20287	6/30/2020	Robertson Erickson Inc.	Survey for land	\$ 3,250.00	Yes
20495	6/30/2020	Integrated Educational Planning & Programming	Building/Expansion Project	\$ 4,800.00	No
PV 98	3/11/2020	Sacramento Valley Mirror	Legal Ad - Notice of Prep. of a Prelim. Environmental Assess.	\$ 90.20	Yes
PV 119	6/17/2020	Sacramento Valley Mirror	Legal Ad - Expansion Project	\$ 139.40	Yes
Total expenditures through 6/30/2020				\$ 193,861.54	

2018-2019 Bond and Property Related Expenses

Vendor	PO #	Description	Amount	Reimbursable
California Appraisals	19-567	Appraisal for future site	\$ 4,000.00	Yes
Educational Facilities Program Management LLC	19-134	Bond Development & Election	\$ 34,440.00	Yes
Glenn County Elections	PV#69	Bond Election Fees	\$ 3,466.00	No
Holdrege & Kull (NV5)	19-309	Environmental Site Assessment	\$ 4,600.00	Yes
Holdrege & Kull (NV5)	19-397	Prelim Assessment #032-230-015	\$ 4,060.62	Yes
HUSD Revolving Fund	19-524	New property project	\$ 1,500.00	Yes
Placeworks Inc.	19-514	Title 5 Risk Assessment	\$ 15,210.00	Yes
Placeworks Inc.	19-515	CEQA Review; Expansion Project	\$ 5,877.75	Yes
School Works Inc.	18-639	Development Fee Study	\$ 6,000.00	No
Western Valuation Professional	19-596	Appraisal - new property	\$ 3,500.00	Yes
Dannis Woliver Kelley	423	matter # 10518 Property Purchase Negotiaion	\$ 6,470	Yes
Dannis Woliver Kelley	423	matter # 10418 2018 Bond Discussions	\$ 1,017	No

Total Amount Expended \$ 90,140.87

Reimbursable Total \$ 79,657.87



GLENN COUNTY
OFFICE of EDUCATION

Glenn County Office of Education

Office of Business Services

Randy Jones, Assistant Superintendent
311 South Villa Avenue • Willows, California 95988
(530) 934-6575 Ext. 3050 FAX (530) 934-6654

October 14, 2022

Jeremy Powell, Superintendent
Hamilton Unified School District
PO Box 488
Hamilton City, CA 95951

Dear Jeremy:

Thank you for filing your district's 2022/23 Local Control Accountability Plan (LCAP) and budget, as well as the time spent attending GCOE LCAP trainings and meeting with us during the approval process. In accordance with Education Code sections 52070 and 42127(d), we have examined your LCAP and budget.

Education Code requires the County Superintendent to approve the LCAP or annual update for each school district after determining all of the following:

The LCAP adheres to the template adopted by the State Board of Education.

The budget includes expenditures sufficient to implement the specific actions and strategies included in the LCAP.

The LCAP adheres to the expenditure requirements for funds apportioned on the basis of the number and concentration of unduplicated students pursuant to Sections 42238.02 and 42238.03.

Education Code requires the County Superintendent to approve, conditionally approve, or disapprove the adopted final budget for each school district after doing the following:

Examine the adopted budget to determine whether it complies with the standards and criteria established pursuant to Section 33127 and identify any technical corrections needed to bring the budget into compliance with those standards and criteria.

Determine whether the adopted budget will allow the district to meet its financial obligations during the current fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

Determine whether the adopted budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

Based upon our review, your July 1, 2022, LCAP and budget meet the criteria and are approved.

If there are any questions regarding this letter, please call me.

Sincerely,

Randy Jones
Assistant Superintendent of Business Services

Cc: Business Manager



**REQUEST FOR STATEMENTS OF
QUALIFICATIONS/PROPOSALS**

**LONG-RANGE FACILITIES MASTER PLAN
DEVELOPMENT**

**HAMILTON UNIFIED SCHOOL DISTRICT
HUSD**

Issued: xx, xx 2022

TABLE OF CONTENTS & SCHEDULES

TABLE OF CONTENTS

Page Title

	3	Notice Inviting Statements of Qualifications/Proposals
	4	Summary
4		Scope of Work
5		RFQ/P Requirements
5		Evaluation Criteria
6		Area Calculations Recap
6		Location of Services
7		Agreement
11		Exhibit A: Scope of Services
12		Exhibit B: Compensation
13		Exhibit C: General Terms and Conditions
17		Exhibit D: Insurance

Addenda – All addenda issued by the District become a part of the RFQ/P

SCHEDULES

RFQ/P Available:

Request for Information By:

Proposals Due By:

Presentations/Interviews (if needed):

Consultant Selection:

Board Approval of Consultant Contract:

END OF DOCUMENT

**NOTICE
INVITING STATEMENTS OF QUALIFICATIONS/PROPOSALS FOR
DEVELOPMENT OF A LONG-RANGE FACILITIES MASTER PLAN
FOR HAMILTON UNIFIED SCHOOL DISTRICT (HUSD)**

Notice is hereby given that the Governing Board of the Hamilton Unified School District will receive up to, but not later than, **day of week, month day, 2022 at xx:xx p.m.** local time, statements of qualifications and proposals for Facilities Master Plan Development as outlined in the RFQ/P. Responses are to be delivered to the HUSD District Office located at 620 Canal Street, Hamilton City, CA 95951.

A copy of the RFQ/P is available for download from the HUSD website at the following web address:

[INSERT LINK](#)

Each bid must conform and be fully responsive to the RFQ/P.

The District reserves the right to reject any and all proposals and to waive any informalities or irregularities in the bidding.

SUMMARY

Hamilton Unified School District is requesting proposals from qualified consultants to create a Long-Range Facilities Master Plan for the District's **five** schools and support facilities. The plan shall identify facility needs for the next ten (10) years. This plan will be utilized to guide planning, operations, and financial decisions regarding District facilities and programs.

Hamilton Unified School District incorporates over **??** square miles in Glenn County, California, and provides quality educational services to 709 students in grades **TK-12**. The schools offer **TK-8, 7-12, 9-12 and 10-12** configurations along with a preschool program. Hamilton is located 102 miles north of Sacramento in a lush agricultural area near the Sacramento River. Hamilton High School and Hamilton Elementary School unified in 2009.

Scope of Work:

The consultant shall seek input from the District and various stakeholders to create a 10-year master plan to serve as a basis for future facilities planning, operations, and financial decisions.

The master plan will include an overview of the school district and include specific components: educational program plans, facility standards based on existing and/or future needs, facility condition and suitability assessments of all schools and support buildings, capacity and utilization analyses, enrollment projections, demographics study, and capital availability analysis. Among other things, the master plan needs to include the following information:

1. Assessments of each facility, including operating condition, mechanical/electrical equipment condition, fire/life/safety issues, pedestrian and vehicle safety, security, athletic facilities, utility infrastructure, educational suitability, energy consumption, space utilization, and technology infrastructure. Consultant shall conduct site inspections and review facilities histories.
2. The consultant shall work with the District to define the specific types and characteristics of spaces for the assessment. Evaluate how facilities meet standards and support specific functions, including both instructional areas (i.e., classrooms, labs, media center, gym) and other supporting areas (i.e., administration, clinic, counseling, cafeteria, playgrounds, etc.).
3. Consultant shall utilize the District-approved High School Educational Specifications as a guide and provide recommendations for Elementary School Educational Specifications to be consistent with the District's Educational Facilities Program.

4. Identify expansion, remodeling, and new schools needed to meet the projected student enrollment and the instructional goals of the education program.
5. Identify missing, current, and future facility gaps.
6. Identify and quantify all deficient conditions in terms of deferred maintenance, preventative maintenance, and code compliance (including building and fire/life safety code noncompliance issues). Define clearly and accurately the cause or nature of each deficient condition and propose methods of correction for each deficient condition.
7. Define strategies to improve site vehicle and pedestrian circulation, safety, security, and functionality of school grounds and surrounding roads.
8. Include community engagement from the school community, school board, staff, and other community members regarding the facility issues. Consultant shall also propose additional methods (e.g., website, interviews, surveys, community forums and focus groups) to gather information and schedule to obtain additional community input regarding school facilities.
9. Provide a yearly schedule of projected facility needs and their associated costs for the next 10 years.
10. Provide cost estimates for each project identified by industry standards, published construction and facilities maintenance cost estimating data that includes appropriate adjustments for local labor and material costs. Costs shall include soft costs for design fees, architect/engineering (A/E), Project Manager (PM) fees, DSA inspector fees, and permit fees, as well as the identification of appropriate escalation and contingency costs.
11. The use of life cycle cost analysis and remaining useful life will be used to determine if a building or building component should be repaired or replaced.

Request for Proposal Requirements:

1. Firm Submitting information: Provide firm name, address, contact, and the number of years providing facility condition and functional adequacy assessment services and master planning services. Include a statement of capability to complete the scope of work.
2. Project team: Include an organizational chart depicting proposed team members' reporting responsibilities—from company officers to professional field staff. Include resumes for each team member. Please list possible consultants you might use.

3. Project experience: Provide a brief description of Facility Condition Assessment, Deferred Maintenance, Preventative Maintenance Planning experience, and master planning services. Provide three examples of projects ongoing or completed within the last three years that include(d) Facility Condition Assessment, Deferred Maintenance Planning, and Preventative Maintenance services.
4. List references and provide phone numbers of owner's representatives. Please include at least two examples of small public K-12 districts, preferably more, that are located in Northern California.
5. Technical approach and management plan: Provide the firm's technical approach and management plan.
6. Fee Proposal
7. Schedule: Provide a proposed schedule that includes at least the following:
 - a) Initial date available to start
 - b) Reviews with district key staff
 - c) Field data collection
 - d) Project planning
 - e) Budget development
 - f) Project building workshop with district staff and other appropriate individuals or groups.
 - g) Community Outreach Meetings (number of and frequency)
 - h) Estimated draft completion

Evaluation Criteria:

Hamilton Unified School District shall use the following criteria in evaluating proposals received. A review and selection committee composed of key district officials will evaluate proposals. Consideration may also be given to any additional information helpful to the District. The District is not bound to accept the lowest-priced proposal if that proposal is not the most advantageous to the District as determined by the selection committee.

Scoring Criteria:

- 30% Firm experience and staff
- 20% Technical approach and management plan
- 15% Sample deliverables
- 10% Proposed schedule
- 25% Proposed fee

At the District's discretion, a presentation and oral interviews may be scheduled.

END OF DOCUMENT

AREA CALCULATIONS RECAP

SCHOOL	CLASSROOM COUNT	PERM. BLDG. SQ. FT.	RELOCATABLE SQ. FT.	CORRIDORS SQ. FT.	TOTAL SQ. FT.
Hamilton Elementary School					
Hamilton High School					
Hamilton State Preschool					
Hamilton Community Day School					
Ella Barkley High					
Totals					

END OF DOCUMENT

LOCATION OF SERVICES

District Office	Hamilton High School	Hamilton Elementary School
620 Canal Street	620 Canal Street	277 Capay Avenue
Hamilton City, CA 95951	Hamilton City, CA 95951	Hamilton City, CA 95951

Hamilton State Preschool	Hamilton Community Day School	Ella Barkley High
620 Canal Street	535 Sacramento Avenue	620 Canal Street
Hamilton City, CA 95951	Hamilton City, CA 95951	Hamilton City, CA 95951

Hamilton Unified School District Office
Transportation/Maintenance
Warehouse/Food Services

END OF DOCUMENT

**INDEPENDENT CONTRACTOR AGREEMENT FOR
SERVICES
Facilities Master Plan Development**

This Agreement ("Agreement") is by and between the Hamilton Unified School District ("District") and [Contractor Name] ("Contractor") (together, they are referred to as "Parties," and individually, as a "Party").

AGREEMENT

1. EXHIBITS

This Agreement has multiple Exhibits. Any Exhibit that is specified in this Agreement is by this reference made a part of it.

Exhibits include:

- Exhibit A: Scope of Services
- Exhibit B: Compensation
- Exhibit C: General Terms and Conditions
- Exhibit D: Insurance

2. EFFECTIVE DATE AND TERM

- a. This Agreement is effective on [Insert Date] ("Effective Date").
- b. Unless terminated or otherwise cancelled in accordance with a provision of this Agreement, the term of this Agreement shall be: (i) from the Effective Date to (ii) [insert Ending Date].

3. INDEPENDENT CONTRACTOR

Contractor, in the performance of this Agreement, is and shall act as an independent contractor. Contractor understands and agrees that Contractor and all of Contractor's employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees.

4. SCOPE OF SERVICES

Contractor shall furnish to the District the services described in Exhibit A ("Services").

5. COMPENSATION

Contractor shall receive payment, for Services satisfactorily rendered pursuant to this Agreement, as specified in Exhibit B ("Compensation").

6. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are set forth in Exhibit C.

7. INSURANCE

Exhibit D, entitled Insurance, is attached and incorporated by reference.

8. NOTICE

Any notice required by this Agreement may be given either by personal service or by deposit (postage prepaid) in the U.S. mail addressed as follows:

To District:

Hamilton Unified School District 620 Canal Street
Hamilton City, CA 95991
Attn: Superintendent: Jeremy Powell

To Contractor: [Contractor Name] [Contractor Address]
[Contractor City, State, Zip code] Attn: [Contractor Contact]

9. LIMITATION OF LIABILITY

Other than as provided in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

The Parties have executed this Agreement on the dates indicated below.

Hamilton Unified School District

Date: _____, 20

[Contractor Name]

Date: _____, 20

By: _____ Print Name: _____ Its:

By: _____ Print Name: _____ Its:

EXHIBIT to AGREEMENT FOR SERVICES

SCOPE OF SERVICES

The consultant shall seek input from the District and various stakeholders to update the existing 10-year master plan to serve as a basis for future facilities planning, operations, and financial decisions.

The master plan will include an overview of the school district and include specific components: educational program plans, facility standards based on existing and/or future needs, facility condition and suitability assessments of all schools and support buildings, capacity and utilization analyses, enrollment projections, demographics study, and capital availability analysis. Among other things, the master plan needs to include the following information:

1. Assessments of each facility, including operating condition, disability requirements, mechanical/electrical equipment condition, fire/life/safety issues, security, athletic facilities, utility infrastructure, educational suitability, energy consumption, space utilization, and technology infrastructure. Consultant shall conduct site inspections and review maintenance and operating histories.
2. The consultant shall work with the District to define the specific types and characteristics of spaces for the assessment. Evaluate how facilities meet standards and support specific functions, including both instructional areas (i.e., classrooms, labs, media center, gym) and other supporting areas (i.e., administration, clinic, counseling, cafeteria, playgrounds, etc.).
3. Consultant shall utilize the District-approved Educational Specifications and provide recommendations for updates to be consistent with the District's Educational Facilities Program.
4. Identify expansion, remodeling, new schools, and site acquisitions needed to meet the projected student enrollment and the instructional goals of the education program. Identify opportunities for combined schools, closures, or attendance boundary changes.
5. Identify missing, current, and future facility gaps.
6. Identify and quantify all deficient conditions in terms of deferred maintenance, preventative maintenance, and code compliance (including building and fire/life safety code noncompliance issues). Define clearly and accurately the cause or nature of each deficient condition and propose methods of correction for each deficient condition.
7. Define strategies to improve site vehicle and pedestrian circulation, safety, security, and functionality of school grounds.

8. Include community engagement from the school community, school board, staff, and other community members regarding the facility issues. Consultant shall also propose additional methods (e.g., website, interviews, surveys, community forums and focus

INSERT SCOPE

EXHIBIT B to AGREEMENT FOR SERVICES

COMPENSATION

A. Compensation

Not to exceed the sum of _____.

B. Payment

Payment shall be made (for all undisputed amounts) within thirty (30) calendar days after Contractor submits an invoice to the District for Services actually completed.

EXHIBIT C to AGREEMENT FOR SERVICES

GENERAL TERMS AND CONDITIONS

1. STANDARD OF CARE. Contractor's Services will be performed, findings obtained, and reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

2. ORIGINALITY OF SERVICES. Contractor agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except those submitted to Contractor by the District as a basis for such services.

3. PRODUCT. Contractor understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. The District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

4. TERMINATION.

a. **Without Cause by District.** The District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

b. **Without Cause by Contractor.** Contractor may not terminate this Agreement without cause.

c. **With Cause by the District.** The District may terminate this Agreement upon giving written notice of intent to terminate for cause. Cause shall include:

(1) material violation of this Agreement by Contractor; or

(2) any act by Contractor exposing the District to liability to others for personal injury or property damage; or

(3) Contractor is adjudged bankrupt, Contractor makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Contractor's insolvency.

Written notice by the District shall contain the reasons for such intent to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the service pursuant to this Agreement, Contractor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

d. **With Cause by Contractor.** Contractor may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

(1) material violation of this Agreement by the District; or

(2) any act by the District exposing Contractor to liability to others for personal injury or property damage; or

(3) the District is adjudged bankrupt, the District makes a general assignment for the benefit of creditors or a receiver is appointed on account of Contractor's insolvency.

Written notice by Contractor shall contain the reasons for such intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days

cease and terminate. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Contractor.

- e. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Agreement, whether or not such documents are final or draft documents.

5. INDEMNIFICATION/ DEFENSE /HOLD HARMLESS.

a. **Generally.** To the furthest extent permitted by California law, Contractor shall indemnify, defend, and hold free and harmless the Indemnified Parties from any Claim to the extent that the Claim:

- (1) arises out of, pertains to, or relates to the negligent errors or omissions (active or passive, ordinary or gross), recklessness (ordinary or gross), or willful misconduct of Contractor, its directors, officials, officers, employees, contractors, subcontractors, consultants, or subconsultants; *or*
- (2) arises out of, pertains to, or relates to the performance of this Agreement

b. **Indemnified Parties, Defined.** The "Indemnified Parties" are the District, its officers, consultants, employees, and trustees.

c. **Claim, Defined.** A "Claim" consists of actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities, violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, except that:

- (1) If the Contract is a contract for design professional services under Civ. Code, § 2782.8, a "Claim" shall be limited to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor; and
- (2) If the Contract is a construction contract with a public agency under Civ. Code, § 2782, a "Claim" shall exclude any loss to the extent that such loss arises from the active negligence, sole negligence, or willful misconduct of the Indemnified Parties or defects in design furnished by those persons.

d. The District may accept or reject legal counsel Contractor proposes to defend the District with, in its sole and absolute discretion, and may thereafter appoint, legal counsel to defend the District at Contractor's expense against a Claim set forth in Section 5.a, supra, of this Exhibit C.

6. INSURANCE. Contractor shall procure and maintain at all times it performs any portion of the Services the insurances specified in Exhibit D to the Agreement.

7. CONFIDENTIALITY. Contractor and Contractor's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services ("Confidential Information"), and shall not disclose Confidential Information, including information derived from Confidential Information, to any person not a party to this Agreement without the express prior written consent of the District, except as required by law or as necessary for Contractor's agents, personnel, employee(s), and/or subcontractor(s) to perform the Services. If Contractor or any of Contractor's agents, personnel, employee(s), and/or subcontractor(s) is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, both Contractor and the person served shall each promptly send to the District notice(s) of the legal process", but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that the District may exercise any applicable legal rights and remedies. Contractor shall require its agents, personnel, employee(s), and/or subcontractor(s), as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its agents, personnel, employee(s), and/or subcontractor(s) access to Confidential Information in the absence of such Agreement being effective. The obligations imposed in this Section shall survive the termination of this Agreement.

8. CONFLICT OF INTEREST. Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of Gov. Code, § 1090 et seq. and Chapter 7 of the Political Reform Act of 1974 (Gov. Code, § 87100 et seq.), and certifies that it does not know of any facts that constitute a violation of those provisions. In the event Contractor receives any information subsequent to execution of this Agreement that might constitute a violation of these provisions, Contractor agrees it shall immediately notify the District of this information.

9. APPROVAL OF LEGISLATIVE BODY. This Agreement shall not be binding upon the District until the District's Governing Board has approved all the terms and conditions contained herein.

- 10. DISPUTES.** In the event of a dispute between the parties as to performance of Services, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Contractor shall neither rescind the Agreement nor stop performing the Services.
- 11. COMPLIANCE WITH LAWS.** Contractor shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations. Contractor shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Contractor observes that any of the Services required by this Agreement is at variance with any such laws, ordinance, rules, or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made, and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.
- 12. PERMITS/LICENSES.** Contractor and all Contractor's employees or agents shall secure and maintain in force all permits and licenses that are required by law in connection with the furnishing of Services pursuant to this Agreement.
- 13. SAFETY AND SECURITY.** Contractor is responsible for maintaining safety in the performance of this Agreement. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.
- 14. ANTI-DISCRIMINATION.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or any other class or status protected by applicable law, and therefore Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, Contractor agrees to require like compliance by all its subcontractor(s).
- 15. FINGERPRINTING OF EMPLOYEES.**
Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees if required by law to do so. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District that the employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor's responsibility shall extend to all employees, subcontractors, agents, and employees or agents of subcontractors regardless of whether those individuals are paid or unpaid, concurrently employed by the District, or acting as independent contractors of Contractor. Verification of compliance with this Section shall be provided in writing to the District prior to each individual's contact with any student.
- 16. AUDIT.** Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Agreement. Contractor shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.
- 17. EVALUATION OF CONTRACTOR AND SUBORDINATES.** The District may evaluate Contractor in any manner which is permissible under the law. The District's evaluation may include, without limitation:
- a. Requesting that District employee(s) evaluate Contractor and Contractor's employees and subcontractors and each of their performance.
 - b. Announced and unannounced observance of Contractor, Contractor's employee(s), and/or subcontractor(s)

- 18. TIME IS OF THE ESSENCE.** Time is of the essence in the performance of Services and the timing requirements agreed upon by the Parties, if any, shall be strictly adhered to unless otherwise modified in writing in accordance with Section 28 of this Agreement. Contractor shall commence performance and shall complete all required Services no later than the dates agreed upon by the Parties. Any Services for which times for performance are not specified shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor by the District.
- 19. PROVISIONS REQUIRED BY LAW DEEMED**
INSERTED. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either Party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the Parties.
- 20. ASSIGNMENT AND SUCCESSORS.** Neither the District nor Contractor shall, without the prior written consent of the other Party, assign the benefit or in any way transfer their respective obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and, except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 21. SEVERABILITY.** In the event that any provision of this Agreement shall be construed to be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal or invalid provision had never been included herein, unless to do so would frustrate the intent and purpose of this Agreement.
- 22. FORCE MAJEURE.** No Party shall be liable to any other Party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement (except for payment obligations) if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife, or any other cause beyond a Party's reasonable control.
- 23. VENUE/GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of California and venue shall be in the County and/or federal judicial District in which the District's principal administrative office is located.
- 24. ATTORNEY'S FEES.** If suit is brought by either Party to enforce any of the terms of this Agreement, each Party shall bear its own attorney's fees and costs.
- 25. EXHIBITS.** All Exhibits referred to in this Agreement are incorporated in this Agreement and made a part of this Agreement as if fully set forth herein.
- 26. ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the District and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing, signed by both the District and Contractor.
- 27. MODIFICATION.** This Agreement may be amended at any time by the written Agreement of the District and Contractor.
- 28. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 29. AUTHORITY.** The individual executing this Agreement on behalf of Contractor warrants that he/she is authorized to execute the Agreement on behalf of Contractor and that Contractor will be bound by the terms and conditions contained herein.
- 30. HEADINGS AND CONSTRUCTION.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the Parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared

the same. Unless otherwise indicated, all references to paragraphs, sections, subparagraphs, and subsections are to this Agreement.

31. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, when signed by all of the Parties hereto, shall constitute one and the same instrument. A facsimile or electronic signature shall be as valid as an original.

**EXHIBIT D to AGREEMENT FOR SERVICES
INSURANCE**

Contractor shall procure and maintain for the duration of the contract, and for X years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL)** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/ location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$5,000,000** per accident for bodily injury and property damage.
3. **Worker’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage from, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (is Design/Build), with limits no less than **\$2,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.
7. **Contractors’ Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than **\$1,000,000** per occurrence or claim, and **\$2,000,000** policy aggregate.

If the contractor maintains broader coverage and/ or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by

either the named insured or Entity. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 (fill in the amount for the comfort level for the specific Contractor and job- it could be much higher, or in the case of a very small Contractor, you might want it lower) unless approved in writing by Entity. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. Entity may deduct from any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. Entity reserves the right to obtain a copy of any policies and endorsements for verification.

NOTE to Agencies: If the SIR is not paid, there is NO COVERAGE for the Insured or you as the Additional Insured or Indemnified Party. Since there is usually a requirement in the SIR provisions on the Contractor's policy that the Named Insured Contractor (not the Agency as an Additional Insured) is the only party allowed to make the payment of the SIR

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, GC 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity.

Builder's Risk (Course of Construction) Insurance

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the Entity as a loss payee** as their interest may appear.

If the project does not involve a new or major reconstruction, at the option of Entity, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to the existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged,

impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

Claims Made Policies- (If at all possible avoid and require occurrence type CGL policies) If any coverage required is written on a claims- made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. IF the services involved lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-base paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

NOTE to Agencies: Please see the section on THE myth of "Following Form" Excess Limits Insurance Policies for additional explanatory information on this very common Excess policy problem that needs to be verified and corrected.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the Entity.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be

endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the Entity with Original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Surety Bonds

1. Bid Bond
2. Performance Bond
3. Payment Bond
4. Maintenance Bond

The payment bond and performance bond shall be in a sum equal to the contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. IF the warranty period specified in the contract is for longer than one year a Maintenance Bond equal to 10% of the contract price is required. Bonds shall duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.



HAMILTON UNIFIED SCHOOL DISTRICT

2023 BOARD MEETING SCHEDULE AND AGENDA ITEM DEADLINES

Time: 6:00 p.m. (*public session begins at 6:00 pm., but no later than 6:30 p.m. unless otherwise noted on agenda*)
Location: Hamilton High School Library
 620 Canal Street, Hamilton City, CA 95951 (unless otherwise noted)
When: Fourth Wednesday of the month* (unless otherwise noted)

BOARD MEETING DATE	REGULAR OR SPECIAL	AGENDA ITEMS DEADLINE TO DISTRICT OFFICE BY 3:00 P.M.	AGENDA REVIEW: BOARD PRESIDENT AND SUPERINTENDENT <i>(subject to change)</i>
January 25, 2023	Regular	January 11, 2023	January 17, 2023
February 22, 2023	Regular	February 8, 2023	February 13, 2023
March 8, 2023 <i>2nd Interim & LCAP Stakeholders</i>	Special	February 22, 2023	February 27, 2023
March 22, 2023	Regular	March 8, 2023	March 13, 2023
April 26, 2023	Regular	April 12, 2023	April 17, 2023
May 24, 2023	Regular	May 10, 2023	May 15, 2023
June 7, 2023 <i>LCAP/Budget Hearing</i>	Special	May 24, 2023	May 30, 2023
June 28, 2023 <i>Approval of LCAP and Budget</i>	Regular	June 14, 2023	June 20, 2023
July 26, 2023	Regular	July 12, 2023	July 17, 2023
August 23, 2023	Regular	August 9, 2023	August 14, 2023
September 27, 2023	Regular	September 13, 2023	September 18, 2023
October 4, 2023 <i>GANN Limit & Unaudited Actuals</i>	Special	September 20, 2023	September 25, 2023
October 25, 2023 <i>*At Hamilton Elementary Multipurpose Room</i>	Regular	October 11, 2023	October 16, 2023
December 13, 2023 <i>Annual Reorganization & 1st Interim</i>	Regular	November 29, 2023	December 4, 2023

*Dates and times of meetings and workshop(s) are subject to change.

CSBA UPDATE CHECKLIST – September 2022

District Name: Hamilton Unified School District

Contact Name: Tiffany Wilhelm Phone: (530) 826-3261 Email: twilhelm@hudschools.org

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
BP 4140	Bargaining Units	New Law	
BP 4240	Bargaining Units	New Law	
BP 4340	Bargaining Units	New Law	
AR 4161.2	Personal Leaves	New Law	
AR 4261.2	Personal Leaves	New Law	
AR 4361.2	Personal Leaves	New Law	
AR 4161.5	Military Leave	New Law	
AR 4261.5	Military Leave	New Law	
AR 4361.5	Military Leave	New Law	
BP 4216	Probationary/Permanent Status	New Law	
BP 4218	Dismissal/Suspension/Disciplinary Action	New Court Decision	
AR 4218	Dismissal/Suspension/Disciplinary Action	New Court Decision	
BP 6146.1	High School Graduation Requirements	Fill in Blanks Senior project and 20 hours of community service during senior year.	
AR 6146.1	High School Graduation Requirements	Delete AR ■ Yes	
BP 6158	Independent Study	New Law	
AR 6158	Independent Study	New Law	
BP 6178	Career Technical Education	New Law	
AR 6178	Career Technical Education	New Law	
BP 6200	Adult Education	New Law	

CSBA UPDATE CHECKLIST – September 2022

POLICY	TITLE	OPTIONS/BLANKS	ADOPT DATE
AR 6200	Adult Education	New Law New Law	
BP 7150	Site Selection and Development	New Law	
AR 7150	Site Selection and Development	New Law	
BB 9100	Organization	New Law OPTION 1: ■	

CSBA POLICY GUIDE SHEET
September 2022

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

Board Policy 4140/4240/4340 – Bargaining Units

Policy updated to reflect **NEW LAW (SB 270, 2021)** which allows a district 20 days to cure a violation of the district's employee information disclosure obligation when the district is notified by an employee organization, and limits district opportunity to cure a violation that involves the provision of an inaccurate or incomplete list to three times in any 12-month period. Policy also updated to reflect **NEW LAW (SB 191, 2022)** which provides additional obligations for a district when an "inperson orientation" cannot be held by the district. Additionally, policy updated to include heading change from "Access to Employee Orientations" to "Access to New Employee Orientations, and to clarify language in this section and in "Formation of Bargaining Unit" section.

Administrative Regulation 4161.2/4261.2/4361.2 – Personal Leaves

Regulation updated to reflect **NEW LAW (SB 294, 2021)** which clarifies that leave of absence granted an employee to serve as an elected officer of an employee organization is in addition to other leaves to which the employee may be entitled by law or agreement and **NEW LAW (AB 1033, 2021)** which defines "parent" to include "parents-in-law." Regulation also updated to change heading "Legal Duties" to "Leave to Perform Legal Duties" and to make clarifying changes throughout.

Administrative Regulation 4161.5/4261.5/4361.5 – Military Leave

Regulation updated to include explanatory notes for the "Pension Plan Service Credit" and "Employment Status" sections, clarify language throughout, and delete dated and unnecessary material.

Board Policy 4216 – Probationary/Permanent Status

Policy updated to reflect **NEW LAW (AB 486, 2021)** which requires full-time district police officers, and public safety dispatchers as specified, to serve in a probationary status for not less than one year from the date of appointment to the full-time position in order to receive permanent classified service status, and **NEW LAW (SB 874, 2022)** which extends to districts that have adopted the merit system the requirement that a permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position be employed in the classification from which the employee was promoted.

Board Policy 4218 - Dismissal/Suspension/Disciplinary Action

Policy updated to reflect **NEW COURT DECISION (Kennedy v. Bremerton School District)**, in which the U.S. Supreme Court held that the district's decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee's free exercise and free speech rights. Policy also updated to include language formerly in AR that prohibits the disciplining of any employee for protecting a student who is exercising a free speech or press right, and to clarify language within the "Procedures for Serious Disciplinary Proceedings" section.

Administrative Regulation 4218 - Dismissal/Suspension/Disciplinary Action

Regulation updated to move, from AR to BP, material which prohibits the disciplining of an employee for acting to protect a student's right to free speech or press, and to make clarifying changes throughout.

Board Policy 6146.1 – High School Graduation Requirements

Policy updated to move to the beginning of the policy students' obligation to complete statewide and Governing Board adopted graduation requirements unless exempted from local requirements, and include eligibility for students exempt from local requirements to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate. Policy also updated to reflect **NEW LAW (AB 101, 2021)** which (1) no longer authorizes a course in career technical education to serve as an alternative to the visual or performing arts or world language course requirement for high school

graduation, and (2) requires, beginning with the 2029-30 school year, a student to complete a one-semester course in ethnic studies, as specified, to graduate from high school. Additionally, policy updated to reflect **NEW LAW (AB 181, 2022)** which requires districts to (1) exempt eligible students with disabilities from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such students a high school diploma, and (2) notify the parents/guardians of eligible students of such exemption, as specified. Policy also updated to delete material applicable only to the 2020-21 school year, and to incorporate material from the accompanying AR, as the AR is being deleted as otherwise unnecessary.

DELETE – Administrative Regulation 6146.1 – High School Graduation Requirements

Regulation deleted as unnecessary with key concepts incorporated into the BP.

Board Policy 6158 – Independent Study

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) encourages districts to consider offering more than one independent study model for short- and long-term placements when adopting policy, (2) changes the threshold for when tiered reengagement strategies are required to be implemented, (3) adds that tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, (4) includes that the requirement to develop a plan to transition students whose families wish to return to in-person instruction, as specified, applies to students who participate in independent study for at least 15 school days, (5) creates an exemption from the live interaction and/or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements for any student who is enrolled in classroom-based instruction and is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, (6) specifies that a signed written/learning agreement be obtained before the student begins independent study for students participating in independent study for 15 school days or more, and within ten school days of the first day of the student's enrollment for student participation of less than 15 school days, (for both traditional and course-based independent study), (7) adds that for students with disabilities the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written/learning agreement, (for both traditional and course-based independent study), and (8) includes that a student with disabilities may participate in a course-based independent study program if the student's individualized education program specifically provides for such participation. Policy also updated to (1) move and expand material regarding the requirement for Governing Boards to hold a public hearing when setting policy, as specified, (2) emphasize that no student may be required to participate in independent study, (3) clarify that for course-based independent study procedures tiered reengagement strategies are not required to include notification to parents/guardians of lack of participation within one school day of the absence or lack of participation, and (4) delete material applicable only to the 2021-22 school year.

Administrative Regulation 6158 – Independent Study

Regulation updated to reflect **NEW LAW (AB 181, 2022)** which (1) no longer includes individualized alternative education designed to teach the knowledge and skills of the core curriculum in the list of educational opportunities that may be provided through independent study, (2) includes that a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, (3) specifies that if a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's individualized education program (IEP) team is required to make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement, (4) provides that a student's inability to work independently, need for adult support, or need for special education or related services does not preclude the IEP team from determining that the student can receive FAPE in an independent study placement, (5) clarifies that, until July 1, 2024, any student who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided by means of the virtual program, as specified, and (6) creates an exception to the limitation on the percentage of students enrolled in a continuation high school or opportunity school or program who are eligible for apportionment credit for independent study for students participating in independent study due to an emergency, as specified. Regulation also updated to clarify that if a student transfers to another public school in California, a written

record of findings from any evaluation conducted because a student has failed to make satisfactory educational progress be forwarded to that school. Additionally, regulation updated to delete material pertaining to adult education and that which is applicable only to the 2021-22 school year.

Board Policy 6178 – Career Technical Education

Policy updated to move material regarding career technical education program components to be with related content, reflect **NEW LAW (AB 101, 2021)** which no longer authorizes a course in career technical education to serve as an alternative to the visual or performing arts or world language course requirement for high school graduation, and reflect **NEW LAW (AB 643, 2021)** which encourages districts to host apprenticeship and/or career technical education fair events, such as college and career fairs, and for districts that do hold such events to notify apprenticeship programs in their county, as specified.

Administrative Regulations 6178 – Career Technical Education

Regulation updated to reflect **NEW LAW (AB 1923, 2022)** which includes science, technology, engineering, and mathematics courses as required alternative courses that must be offered to students participating in partnership academies.

Board Policy 6200 – Adult Education

Policy updated to reflect **NEW LAW (AB 486, 2021)** which repeals the authorization for districts in sparsely populated areas to participate in the adult education program administered by the county office of education. Policy also updated to (1) expand the Board’s philosophical statement, (2) move material regarding the district’s participation in a consortium to be with newly added material of similar content, (3) include that the Board may authorize an adult education student pursuing a high school diploma or a high school equivalency certificate, upon recommendation of the student’s adult school or noncredit program of attendance, to attend a community college during any session or term as a special part-time student, and (4) provide that a district may, with the approval of the County Superintendent of Schools and the Superintendent of Public Instruction, contract with another district to provide adult education instruction if the district has an adult school or classes but is unable to maintain that school or class(es) because of an inability to secure a teacher(s) or because of a lack of facilities.

Administrative Regulation 6200 – Adult Education

Regulation updated to reorder material related to enrollment, clarify that the exception to the requirement for adult education classes to be located in a facility which is identified as being open to the general public is for programs for adults with disabilities, reflect **NEW LAW (AB 486, 2022)** which (1) changes the classes/courses which are authorized for apportionment purposes from the Adult Education Program funds, (2) includes that programs for immigrants may include immigrant integration, (3) repeals that a course taken through independent study be required to meet state or local high school graduation requirements, and (4) repeals the authorization for materials purchased from the incidental expense account to be sold to adult school students for use in their classes. Regulation also updated to clarify that programs offering pre-apprenticeship training activities be conducted in coordination with apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area, provide that approval for courses be submitted to the California Department of Education regularly, emphasize that no student may be required to participate in independent study, delete material regarding continued engagement in K-12

independent study as not being applicable to this AR, include that fees may be required for enrollment in adult education class(es) before listing the exceptions, and amend language to be more closely aligned with law.

Board Policy 7150 – Site Selection and Development

Policy updated to add material regarding the Governing Board’s obligations when evaluating property prior to acquiring a new school or an addition to an existing school site, and reflect **NEW LAW (AB 819, 2021)** which requires the district to post specified environmental review documents.

Administrative Regulation 7150 – Site Selection and Development

Regulation updated to specify that the request for information to evaluate the safety of a proposed site be in writing, and reflect **NEW LAW (AB 819, 2021)** which requires the district to post specified environmental review documents.

Board Bylaw 9100 – Organization

Bylaw updated to reflect **NEW LAW (AB 486, 2021)** which changes the date requirements for districts to hold their annual organizational meeting.

MINOR REVISION:

Board Policy 4030 – Nondiscrimination in Employment

Policy updated to make a minor revision by adding a note which reflects **NEW COURT DECISION (Kennedy v. Bremerton School District)**, in which the U.S. Supreme Court held that the district’s decision not to rehire a high school coach who refused to follow district direction to refrain from offering prayers openly in the presence of students after football games, violated the employee’s free exercise and free speech rights.

Policy 4140: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: ~~12/09/2020~~ 12/09/2022 | Last Reviewed Date: ~~12/09/2020~~ 12/09/2022

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to **"Exclusive representative," as defined in** Government Code 3540.1, **means an employee organization recognized or certified as** the definition of "exclusive **negotiating** representative" ~~includes representation of " for all public school district employees" other than management and confidential employees, as defined.~~

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, ~~and to~~ **select an employee organization as their the exclusive representative, and be represented by that organization to represent the employees** in ~~their~~ **the employees'** employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: In ***East Whittier School District***, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting ~~employees from the~~ wearing **of** union buttons **by employees** is justified by special circumstances. See PERB's ruling in ***City of Sacramento***. Due to the legal uncertainty in this area, districts are encouraged to consult **CSBA District and County Office of Education Legal Services or the district's** legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if:

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

1. Certified and classified employees shall not be included in the same bargaining unit. The (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees:

2. ~~The supervisors are~~ and is not represented by the same an employee organization that represents district employees ~~whom~~ who are supervised by the supervisory employees. (Government Code 3545) ~~supervise.~~

For this purpose, **supervisory employee** means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline, other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action. ~~The~~ when the exercise of ~~this~~ that authority ~~shall~~ is not be of a merely routine or clerical in nature, but ~~shall require~~ requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. ~~The Public Employment Relations Board~~ PERB ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. ~~Such~~ In the employment relationship with the district, such employees may represent themselves individually. ~~For purposes other than negotiations and bargaining, such employees may~~ or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~For this purpose: (Government Code 3540.1, 3543.4)~~ An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

1. **Management employee** means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

2. **Confidential employee** means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not

or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

CSBA NOTE: The remainder of this section is optional. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization.

The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to [New](#) Employee Orientations

The district shall permit employee organizations access to new employee ~~orientations~~[orientation or onboarding process](#) where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. ~~However, in any specific instance where,~~ [except that a shorter notice may be provided if](#) an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, ~~a shorter notice may be provided.~~ (Government Code 3555.5, 3556)

~~The~~[Following a request to negotiate by either party, the](#) structure, time, and manner of ~~the~~ access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, ~~following a request to negotiate by either party.~~ If the district and exclusive representative fail to reach an agreement, matters related to ~~the~~ access to [the](#) new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of ~~the~~[a new employee](#) orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes

of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have **an opportunity to attend, at the employee's worksite and during employment hours.** Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721*, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit ~~to an exclusive representative at least every 120 days, unless more~~

frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed ~~for this purpose.~~ to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. Government Code 3558, as amended by SB 270 (Ch. 330, Statutes of 2021), allows the district 20 calendar days to cure an alleged violation that involves the provision of an inaccurate or incomplete list of employees, and to give the exclusive representative written notice of the actions taken. If a violation is found, PERB is required to assess against the district a civil penalty of \$10,000 and attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558, as amended, limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violation and may be revised to reflect district practice.

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to **the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees***, bargaining unit employees who choose not to join an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by ***Janus v. AFSCME***.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees

Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment; classified employees
Ed. Code 45220-45320	Merit system; classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement
Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Website Association of California School Administrators
Website CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves

4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4161.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | Last Revised Date: ~~03/09/2021~~ 2022 | Last Reviewed Date:
~~03/09/2016~~ 2022

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state ~~codes~~ statute (e.g., Education Code, Military and Veterans Code). Districts should consult CSBA District and County Office of Education Legal Services or the district's legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" below includes "mother-in-law" and father-in-law, as permitted by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

Members of ~~the~~ an employee's immediate family include: (Education Code 44985, 45194)

1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave

provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in ~~their~~ the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of ~~their~~ accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, [parent-in-law](#), or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in ~~Item~~ Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "[Leave to Perform](#) Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in ~~Items~~ Items #1-2 above and by certificated employees for the reasons specified in ~~Items~~ Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or ~~the California Family Rights Act~~ CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or ~~where~~ for which the need ~~for leave~~ is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

~~CSBA NOTE:~~ CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt

any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

~~Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below.~~

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. ([Education Code 44036](#))

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. ([Education Code 44036](#))

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee ~~may be absent from work in order to attend judicial proceedings related to a crime when the employee~~ who is a victim, of a crime or an immediate family member, registered domestic partner, or child of a registered domestic partner of a such victim, ~~of~~ may be absent from work in order to attend related judicial proceedings, if the crime is any of the following ~~crimes~~: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, ~~or~~ stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use ~~their~~any available vacation, personal leave, or compensatory time off for the purposes described in ~~items~~items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, ~~items #2-5 apply to districts with 25 or more employees.~~

~~As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime. Items #2-5 apply to districts with 25 or more employees.~~

An employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, ~~who is a victim of~~or a crime that caused physical injury or ~~that caused~~ mental injury with a threat of physical injury, or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child
2. Seek medical attention for injuries caused by crime or abuse

3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, ~~as amended by AB 2992~~, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify ~~their~~district employees of ~~their~~employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. ~~As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.~~

The Superintendent or designee shall inform employees of ~~their~~the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated ~~and/or~~ classified employees employee may take time off without loss of compensation to serve as an elected ~~officers~~ officer of ~~their~~ any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, as amended by SB 294 (Ch. 539, Statutes of 2021), an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include the required retirement fund contributions. The employee will continue to earn full service credit during

the leave and must pay member contributions as specified. ~~The maximum amount of service credit an employee may earn cannot exceed 12 years.~~ Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the [employee](#) organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in *Rankin v. Commission on Professional Competence*.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to provide the required certification. (Labor Code 1503)

Policy Reference UPDATE ServiceCopyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence (c certificated)-
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family (c certificated)-
Ed. Code 44987	Service as officer of employee organization (c certificated)-
Ed. Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations (c classified)-
Ed. Code 45194	Bereavement leave of absence (c classified)-
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity (c classified)-
Ed. Code 45210	Service as officer of employee organization (c classified)-
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school
Lab. Code 233	Illness of child, parent, spouse or domestic partner
Lab. Code 234	Absence control policy

Lab. Code 246.5	Paid sick days, purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms, enhancement of prison terms
Federal	Description
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
Management Resources	Description
Court Decision	Rankin v. Commission on Professional Competence, (1988) 24 Cal.3d 167
Public Employment Relations Board	Berkeley Council of Classified Employees v. Berkeley Unified
Decision	School District, (2008) PERB Decision No. 1954
Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	Description
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave

4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4161.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | Last Revised Date: ~~07/09/01/2006~~2022 | Last Review Date: ~~07/09/01/2006~~2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

~~The~~ USERRA applies to all employees, except for ~~persons~~ individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the Veterans' Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

~~An~~ Any district employee who needs to be absent from the district service to fulfill ~~his/her~~ military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code 44018 authorizes, but does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

~~An employee~~The district shall receive his/her pay an employee's salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees are compensated for military leave for periods of inactive duty training. Optional ~~item~~Item #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~Items #1, 2, and 4 above, ~~an~~the Attorney General ~~opinion~~ (opined in 77 Ops.Cal.Atty.Gen. 209 (1994)) states, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951), an employee may not "tack on" prior employment in another district ~~(18 Ops.Cal.Atty.Gen. 178 (1951))~~. If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops. Cal. Atty. Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

~~Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.~~

During the period of military leave, an employee may, ~~upon his/her own~~ request, to use any vacation or similar paid leave accrued before the commencement of the military leave- in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue ~~his/her~~ health plan coverage during the military leave. The maximum period of coverage for the employee and ~~his/her~~ any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits ~~to~~ for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of ~~his/her~~ the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received ~~if he/she had~~ the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in ~~item #1 Active Military Training or Exercises,~~ Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which ~~he/she~~ the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in ~~item #2 War or~~

~~Other Emergency.~~ Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of ~~his/her~~ the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of ~~the~~ service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below- in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~ the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of an the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~ the employee could terminate or could cause to ~~be~~ have terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service, ~~provided the employee has~~ plus a period of eight hours ~~to~~ of rest following a period for safe transportation to ~~his/her~~ the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

~~In cases where~~ Where an employee's reporting or application for reinstatement within the periods specified in ~~Items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her rights,~~ the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the ~~employer~~ district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)" clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 22850-22856	Pension benefits; <u>STRS</u> members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; <u>computation of salary</u>
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; <u>PERS</u> members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994
Management Resources	Description

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Policy 4216: Probationary/Permanent Status

Status: ADOPTED

Original Adopted Date: 06/01/1996 | Last Revised Date: ~~10/09/2019~~ 2022

CSBA NOTE: Education Code 45113 mandates the Governing Board in a non-merit system district to develop rules and regulations for the personnel management of classified employees. For districts establishing the merit system pursuant to Education Code 45240-45320, rules for the efficient running of the classified service are established by the personnel commission pursuant to Education Code 45260. The following policy may be revised to reflect district practice, ~~the~~ any applicable collective bargaining agreement, or personnel commission rules.

The Governing Board desires to employ and retain highly qualified classified personnel to support the district's educational program and operations. Newly hired classified employees shall serve a probationary period during which the Board shall determine their suitability for long-term district employment.

CSBA NOTE: The following paragraph should be revised to reflect the specific length of the probationary period prescribed by the district, provided the probationary period does not exceed the time limits specified below.

~~Education Code 45113, as amended by AB 1353 (Ch. 542, Statutes of 2019), shortened the maximum length of the required probationary period in non-merit system districts from one year to six months or 130 days of paid service, whichever is longer. Therefore, the maximum length of the required probationary period for non-merit districts is now the same as that of districts incorporating the merit system as provided under Education Code 45301. Education Code 45113, as amended, will not override any conflicting provision of a collective bargaining agreement entered into before January 1, 2020, until the collective bargaining agreement expires or is renewed.~~

A probationary employee who has been employed by the district for six months or 130 days of paid service, whichever is longer, shall be classified as a permanent employee of the district. (Education Code 45113, 45301)

CSBA NOTE: Pursuant to Education Code 45113 (non-merit system districts) and 45301 (merit system districts), as amended by AB 486 (Ch. 666, Statutes of 2021), in order to receive permanent classified service status, a full-time district police officer and public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training must serve in a probationary status for not less than one year from the date of appointment to the full-time position. See AR 3515.3 – District Police/Security Department.

However, in order to receive permanent classified service status, a full-time district police officer or public safety dispatcher who operates a dispatch center certified by the Commission on Peace Officer Standards and Training shall serve in a probationary status for not less than one year from the date of appointment. (Education Code 45113, 45301)

Probationary employees shall receive written performance evaluations by their supervisor during the probationary period. These evaluations shall indicate whether the evaluator is satisfied or not satisfied with the employee's ability, performance, and compatibility with the job.

The district may, without cause, dismiss a new employee during the probationary period.

Permanent employees promoted to a higher classification shall be considered probationary in their new position until they have satisfactorily completed the probationary period.

CSBA NOTE: Pursuant to Education Code 45301, as amended by SB 874 (Ch. 150, Statutes of 2022), the paragraph below also applies to districts that have adopted the merit system.

A permanent employee who accepts a promotion and fails to complete the probationary period for that promotional position shall be employed in the classification from which the employee was promoted. (Education Code 45113, [45301](#))

This policy shall be made available to classified employees and the public. (Education Code 45113)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45240-45320	Merit system
Management Resources Website	Description California School Employees Association

Cross References

Code	Description
3515.3	District Police/Security Department (BP and AR)
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4161.11	Industrial Accident/Illness Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4215	Evaluation/Supervision
4218	Dismissal/Suspension/Disciplinary Action
4218	Dismissal/Suspension/Disciplinary Action
4218.1	Dismissal/Suspension/Disciplinary Action (Merit System)
4261.1	Personal Illness/Injury Leave
4261.11	Industrial Accident/Illness Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications

4312.9-E PDF(1)

Employee Notifications

4361.11

Industrial Accident/Illness Leave

Policy 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 07/01/2019 | Last Revised Date: ~~10/09/2019~~ 2022

CSBA NOTE: The following policy is for use by districts that have not incorporated the merit system for classified employees pursuant to Education Code 45240-45320. For procedures applicable to districts that have incorporated the merit system, see BP/AR 4218.1 - Dismissal/Suspension/Disciplinary Action (Merit System).

The following policy is subject to collective bargaining and may be deleted or revised by any district whose collective bargaining agreement covers classified employee dismissal, suspension, and other disciplinary action. To the extent that this policy is inconsistent with provisions of the collective bargaining agreement, the collective bargaining agreement would prevail.

The Governing Board expects all employees to perform their jobs satisfactorily and to exhibit professional and appropriate conduct. A classified employee may be disciplined for unprofessional conduct or unsatisfactory performance in accordance with law or any applicable collective bargaining agreement, Board policy, or administrative regulation.

CSBA NOTE: When disciplining an employee, the district must ensure that all the surrounding facts and circumstances are considered and analyzed within the parameters of any applicable constitutional or legal framework. In *Kennedy v. Bremerton School District*, the U.S. Supreme Court held that the district violated the employee's protected free exercise and free speech rights when the district did not rehire the employee, a coach, for refusing to follow the district's direction to refrain from kneeling and praying at the 50-yard line immediately after each football game. The district's direction was based on a concern that the employee's prayer violated the district's religious practices policy and could subject the district to an Establishment Clause violation. Notwithstanding that the prayer occurred at a school event and in the presence of students, the court reasoned that the timing and circumstances indicated that the coach's prayers were offered as a private citizen rather than as a district employee. According to the Court, since the prayer, a religious activity, occurred during a period when employees would ordinarily be free to engage in personal secular activities such as speaking with friends, checking email, calling for restaurant reservations, etc., the district's concerns about a possible Establishment Clause violation did not justify restricting the employee's free exercise and free speech rights to engage in a personal religious activity such as offering a prayer. Employee discipline, especially with respect to suspension and dismissal, involves complex legal considerations and districts are advised to consult CSBA District and County Office of Education Legal Services or the district's legal counsel, accordingly.

Disciplinary actions shall be based on the particular facts and circumstances involved and the severity of the employee's conduct or performance. An employee's private exercise of personal beliefs and activities, including religious, political, cultural, social, or other beliefs or activities, or lack thereof, shall not be grounds for disciplinary action against the employee, provided that the beliefs or activities do not involve coercion of students or any other violation of law, Board policy, or administrative regulation.

In addition, an employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student engaged in exercising any free speech or press right authorized by, or for refusing to infringe upon a student's conduct protected pursuant to, Education Code 48907 or 48950.

Disciplinary actions may include, but are not limited to, verbal and written warnings, involuntary reassignment, demotion, suspension without pay, reduction of pay step in class, compulsory leave, and dismissal.

The Superintendent or designee shall ensure that disciplinary actions are taken in a consistent, nondiscriminatory manner and are appropriately documented.

A probationary classified employee may be dismissed ~~by the Superintendent or designee~~ without cause at any time prior to the expiration of the probationary period.

CSBA NOTE: Education Code 45113 mandates districts not incorporating the merit system to prescribe, by written rule or regulation, causes and procedures for disciplinary action against permanent classified employees. Also see the accompanying administrative regulation.

Permanent classified employees shall be subject to disciplinary action only for cause as specified in the accompanying administrative regulation. (Education Code 45113)

Procedures for Serious Disciplinary Proceedings

CSBA NOTE: The following section should be revised to reflect district practice.

In *Skelly v. State Personnel Board*, the California Supreme Court held that permanent public employees have a right to certain due process protections prior to any punitive disciplinary action, such as termination, suspension, or demotion. These procedural rights include notice of the proposed materials upon which the action is based and the right to respond, either orally or in writing, to the individual recommending that discipline be imposed. These procedural rights are designed to protect an employee who may be wrongfully disciplined, without necessitating a full evidentiary hearing before the Governing Board. Therefore, CSBA recommends that the Superintendent or designee appoint a Skelly officer to evaluate whether there are reasonable grounds for believing that the employee engaged in the alleged misconduct and whether the proposed discipline is justified.

The Superintendent or designee shall develop disciplinary procedures for use when dismissal, suspension, demotion, involuntary reassignment, or other serious disciplinary action is contemplated against an employee. The procedures for such discipline shall include an opportunity for an employee for whom any such disciplinary action is recommended to meet with, or respond in writing to, a designated district official ("Skelly officer") who will determine whether the recommended discipline should proceed further or be modified or withdrawn.

CSBA NOTE: Pursuant to Education Code 45113 and 45116, a permanent classified employee must be given notice of any disciplinary action against the employee, including a time period during which the employee may request a Board hearing on the charges. See the section "Initiation and Notification of Charges" in the accompanying administrative regulation.

Pursuant to Education Code 45113, the Board may delegate its authority to determine whether sufficient cause exists for disciplinary action against classified employees, excluding peace officers as defined in Penal Code 830.32, to an impartial third-party hearing officer. Hearings conducted by the Board or a hearing officer are not subject to the procedures used by the Office of Administrative Hearings pursuant to Government Code 11500-11529. Districts that refer all serious disciplinary matters to a third-party hearing officer rather than holding Board hearings should revise the remainder of this section accordingly.

Education Code 45113 requires the Board to delegate its authority to an administrative law judge in cases involving allegations of egregious misconduct with a minor. Egregious misconduct is defined as immoral conduct leading to an allegation of a sex offense pursuant to Education Code 44010, a controlled substance offense pursuant to Education Code 44011, or child abuse or neglect pursuant to Penal Code 11165.2-11165.6.

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter.

If the employee fails to request a hearing within the time specified in the notice, the employee is deemed to have waived the right to do so, and the Board may order the recommended disciplinary action into effect immediately.

If a timely request is submitted, a hearing shall be conducted by the Board. (Education Code 45113, 45312)

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel and witnesses. The employee shall be notified of the time and place of the hearing.

The hearing shall be held in closed session, unless the employee requests that the matter be heard in an open session meeting. (Government Code 54957)

The employee shall be entitled to appear personally, produce evidence, and be represented by legal counsel.

The Board may use the services of its legal counsel in ruling upon procedural questions, objections to evidence, and issues of law. The Board may review and consider the records of any prior personnel action proceedings against the employee in which a disciplinary action was ultimately sustained and any records contained in the employee's personnel files and introduced into evidence at the hearing. The Board shall not be bound by rules of evidence used in California courts. Informality in any such hearing shall not invalidate any order or decision made by the Board.

At any time before a matter is submitted to the Board for decision, the Superintendent or designee may, with the consent of the Board, serve on the employee and file with the Board an amended or supplemental recommendation of disciplinary action. If the amended or supplemental recommendation includes new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing and shall be noted on the record.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

~~In lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action~~ Except for an allegation of holding egregious misconduct in which a minor is involved, the Board may delegate its ~~the~~ authority to determine whether sufficient cause exists for disciplinary action to an impartial third-party hearing officer. When ~~the~~ a matter is heard by a third-party hearing officer, the Board ~~retains the authority to~~ shall review the determination and ~~to~~ adopt or reject the recommended decision. (Education Code 45113)

CSBA NOTE: Pursuant to Education Code 44990, an administrative law judge in a suspension or dismissal hearing is required to preserve the integrity of the truth-finding function by balancing the right of a classified employee against the need to protect a minor witness.

If When any matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a witness who is a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including ; disciplinary action, <u>and</u> cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges; classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons
Veh. Code 1808.8	Schoolbus drivers; dismissal for safety-related cause

California Constitution Article 1, Section 1 Inalienable rights

Federal	Description
42 USC 12101-12213	Americans with Disabilities Act

U.S. Constitution First Amendment Free exercise, free speech, and establishment clauses

Management Resources	Description
Court Decision	California School Employees <u>Kennedy</u> v. Livingston Union <u>Bremerton</u> School District, (2007) 149 Cal. App. 4th 391 <u>(2022) 142 S.Ct. 2407</u>
Court Decision	CSEA <u>California School Employees</u> v. Foothill Community College <u>Livingston Union School</u> District, 52 <u>(2007) 149</u> Cal. App. 4th 391, <u>155-156</u>

Court Decision	Skelly CSEA v. California Personnel Board, Foothill Community College District (1975) 1552 Cal. App. 3rd 1503d 194
Court Decision	Skelly v. California Personnel Board (1975) 15 Cal.3d 194
Website	Department of General Services, About Teacher Dismissal Case Type (https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/About/Page-Content/About-Teacher-Dismissal)
Website	Office of Administrative Hearings (https://www.dgs.ca.gov/OAH)
Website	Office of the Attorney General (https://oag.ca.gov/)

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles

4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security

4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits

4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.5-E PDF(1)	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security

4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4218: Dismissal/Suspension/Disciplinary Action

Status: ADOPTED

Original Adopted Date: 06/01/1994 | Last Revised Date: ~~10/09/2019~~ 2022

Causes for Disciplinary Action

CSBA NOTE: The following section should be revised to reflect district practice. Education Code 45113 mandates districts not incorporating the merit system to prescribe, by rule or regulation, causes for disciplinary action against permanent classified employees. Pursuant to Education Code 45101, such employees may be disciplined only for cause as so prescribed.

A permanent classified employee may be subject to suspension, demotion, involuntary reassignment, or dismissal for one or more of the following causes:

CSBA NOTE: Pursuant to Education Code 45122.1, 45123, and 45124, districts must not continue to employ anyone who has been convicted of a specified sex offense, controlled substance offense, or violent or serious offense as defined, except for employees who have been rehabilitated or had their conviction reversed or the charges dismissed. Also see AR 4112.5/4212.5/4312.5 - Criminal Record Check.

1. Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense as defined in Education Code 44010, a controlled substance offense as defined in Education Code 44011, or child abuse and neglect as described in Penal Code 11165.2-11165.6
2. Conduct that constitutes a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c)
3. Unlawful discrimination, including harassment, against any student or other employee
4. Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure
5. Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records
6. Unsatisfactory performance
7. Unprofessional conduct
8. Dishonesty
9. Neglect of duty or absence without leave
10. Insubordination
11. Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance
12. Destruction or misuse of district property
13. Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position

CSBA NOTE: Pursuant to the federal Americans with Disabilities Act (42 USC 12101-12213) and the state's Fair Employment and Housing Act (Government Code 12900-12996), the district has a duty to reasonably accommodate qualified employees with known disabilities, except when such accommodation would cause an undue hardship to the district. This accommodation is not required for individuals who are not otherwise qualified for the job.

14. A physical or mental condition which precludes the employee from the proper performance of duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law
15. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job
16. Violation of Education Code 45303 or Government Code 1028 (prohibiting the advocacy or teaching of communism)
17. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position

~~An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights pursuant to Education Code 48907 or 48950. (Education Code 48907, 48950)~~

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district. (Education Code 45113)

Initiation and Notification of Charges

CSBA NOTE: Pursuant to *Skelly v. State Personnel Board*, permanent public employees are entitled to due process before any punitive disciplinary action, such as termination, suspension, or demotion, may be taken against such employees. These procedural rights include provision of notice of the materials upon which the proposed action is based and the right to respond, either orally or in writing, to a district official ("Skelly officer") who is designated to decide whether the recommended discipline should be imposed.

The Superintendent or designee shall provide notice to the employee of a recommendation for discipline, which includes the charges and materials upon which the recommendation is based. The notification shall identify an impartial district official ("Skelly officer") with whom the employee may meet at a specified time and place or to whom the employee may provide a written response to the recommendation of discipline. After meeting with the employee or considering any response from the employee, the Skelly officer shall recommend to the Superintendent or designee whether to proceed with the recommendation for discipline.

CSBA NOTE: Education Code 45113 mandates districts to adopt disciplinary procedures which contain provisions for giving classified employees a written notice of specific charges, the employee's right to a hearing on those charges, the time within which the hearing may be requested, and a card or paper to complete to request a hearing.

The Superintendent or designee shall file any final recommendation for a disciplinary action in writing with the Governing Board. A copy of the recommendation shall be served upon the employee either personally or by registered or certified mail, return receipt requested, at the employee's last known address.

The notice shall, in ordinary and concise language, inform the employee of the specific charge(s) or cause(s) for the disciplinary action, the specific acts and omissions upon which the action is based, and, if applicable, the district rule or regulation that the employee has allegedly violated. In addition, the notice shall include the employee's right to a hearing on those charges, the time within which the hearing may be requested which shall be not less than five days after service of the notice to the employee, and a card or paper which the employee may sign and file to deny the charges and request a hearing. (Education Code 45113, 45116)

Request for Board Hearing

CSBA NOTE: As provided in the section "Initiation and Notification of Charges" above, Education Code 45113 requires that the notice of disciplinary action include the time within which a hearing may be requested, which cannot be less than five days after service of the notice to the employee. In *California School Employees Association v. Livingston Union School District*, the appeals court ruled that the district failed to provide due process to an employee when it denied the employee the opportunity to request a hearing based on the employee's failure to respond within five days after service of the notice. The district's policy had established the date of "service of the notice" as the date of mailing, but the employee was a 10-month employee who was out of town when the notice was delivered. The court held that the notice was not "reasonably calculated" to provide an opportunity to timely request a hearing. Thus, it is recommended that districts use the date of the employee's receipt of the notice as the date upon which the five-day response period begins. For further information on the evidentiary hearing conducted by the Board or a hearing officer, see the accompanying Board policy.

Within the time specified in the notice of the recommendation of disciplinary action, the employee may request a hearing on the charges by signing and filing the card or paper included with the notice. (Education Code 45113)

Any other written document signed and appropriately filed within the specified time limit by the employee shall constitute a sufficient notice of the request for a hearing. The request shall be delivered to the office of the Superintendent or designee during normal work hours of that office. If mailed to the office of the Superintendent or designee, it must be received or postmarked no later than the time limit specified by the district. In cases where an order of suspension without pay has been issued in conjunction with a recommendation of dismissal, any request for a hearing on the dismissal shall also constitute a request to hear the suspension order, and the necessity of the suspension order shall be an issue in the hearing.

Employment Status Pending a Hearing

A classified employee against whom a recommendation of disciplinary action has been issued shall remain on active duty status pending any hearing on the charges, unless the Superintendent or designee determines that the employee's continuance in active duty would present an unreasonable risk of harm to students, staff, or property. The Superintendent or designee may, in writing, order the employee immediately suspended from duty without pay and shall state the reasons that the suspension is deemed necessary. The suspension order shall be served upon the employee either personally or by registered or certified mail, return receipt requested, immediately after issuance.

Compulsory Leave of Absence

CSBA NOTE: State law requires that classified employees in merit system districts and certificated employees be immediately placed on compulsory leave of absence following conviction for certain offenses specified in Education Code 44940, and gives districts discretion to place such employees on leave for other specified offenses. Although existing state law does not explicitly provide for application to classified employees in nonmerit system districts, such districts have authority pursuant to Education

Code 45113 to establish causes for suspension or dismissal. The following section may be revised to reflect district practice.

Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense as defined in Education Code 44010
2. Violation or attempted violation of Penal Code 187 (~~prohibiting~~ murder or attempted murder)-
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances as listed in Health and Safety Code 11054, 11055, and 11056

The Superintendent or designee may place on an immediate compulsory leave of absence a classified employee who is charged with an "optional leave of absence offense," defined as a controlled substance offense specified in Education Code 44011 and Health and Safety Code 11357-11361, 11363, 11364, and 11370.1 except as it relates to marijuana, mescaline, peyote, or tetrahydrocannabinols.

An employee's compulsory leave for a mandatory or optional leave of absence offense may extend for not more than 10 days after the entry of judgment in the criminal proceedings. However, the compulsory leave may be extended if the Board gives notice, within 10 days after the entry of judgment in the proceedings, that the employee will be dismissed within 30 days from the date of service of the notice unless the employee demands a hearing on the dismissal.

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35161	Board delegation of any powers or duties
Ed. Code 44009	Conviction of specified crimes
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44940	Compulsory leave of absence for certificated persons
Ed. Code 44940.5	Procedures when employees are placed on compulsory leave of absence
Ed. Code 45101	Definitions (including disciplinary action, cause)
Ed. Code 45109	Fixing of duties
Ed. Code 45113	Notification of charges, classified employees
Ed. Code 45123	Employment after conviction of controlled substance offense
Ed. Code 45302	Demotion and removal from permanent classified service
Ed. Code 45303	Additional cause for suspension or dismissal of employee charge with mandatory or optional leave of absence offense
Ed. Code 45304	Compulsory leave of absence for classified persons

Veh. Code 1808.8	School bus drivers; dismissal for safety-related cause
Federal 42 USC 12101-12213	Description Americans with Disabilities Act
Management Resources Court Decision	Description California School Employees v. Livingston Union School District, (2007) 149 Cal. App. 4th 391
Court Decision	CSEA v. Foothill Community College District, 52 Cal. App. 3rd 150, 155-156
Court Decision	Skelly v. California Personnel Board, (1975) 15 Cal.3d 194

Cross References

Code	Description
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.1	Complaints Concerning District Employees
1312.1	Complaints Concerning District Employees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3230	Federal Grant Funds
3230	Federal Grant Funds
3512	Equipment
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515.2	Disruptions
3515.2	Disruptions
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3516.2	Bomb Threats
3542	School Bus Drivers
4000	Concepts And Roles

4020	Drug And Alcohol-Free Workplace
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4040	Employee Use Of Technology
4040-E(1)	Employee Use Of Technology
4040-E PDF(1)	Employee Use Of Technology
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.42	Drug And Alcohol Testing For School Bus Drivers
4112.5	Criminal Record Check
4112.5-E(1)	Criminal Record Check
4112.5-E PDF(1)	Criminal Record Check
4112.6	Personnel Files
4113.5	Working Remotely
4119.1	Civil And Legal Rights
4119.12	Title IX Sexual Harassment Complaint Procedures
4119.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4119.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4119.21	Professional Standards
4119.21-E(1)	Professional Standards
4119.21-E PDF(1)	Professional Standards
4119.22	Dress And Grooming
4119.23	Unauthorized Release Of Confidential/Privileged Information
4119.24	Maintaining Appropriate Adult-Student Interactions
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4136	Nonschool Employment
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4157	Employee Safety
4157	Employee Safety
4158	Employee Security

4158	Employee Security
4159	Employee Assistance Programs
4161	Leaves
4161	Leaves
4161.11	Industrial Accident/Illness Leave
4200	Classified Personnel
4200	Classified Personnel
4212	Appointment And Conditions Of Employment
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.42	Drug And Alcohol Testing For School Bus Drivers
4212.5	Criminal Record Check
4212.5-E(1)	Criminal Record Check
4212.5-E PDF(1)	Criminal Record Check
4212.6	Personnel Files
4213.5	Working Remotely
4216	Probationary/Permanent Status
4219.1	Civil And Legal Rights
4219.12	Title IX Sexual Harassment Complaint Procedures
4219.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4219.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4219.21	Professional Standards
4219.21-E(1)	Professional Standards
4219.21-E PDF(1)	Professional Standards
4219.22	Dress And Grooming
4219.23	Unauthorized Release Of Confidential/Privileged Information
4219.24	Maintaining Appropriate Adult-Student Interactions
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4236	Nonschool Employment
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits

4257	Employee Safety
4257	Employee Safety
4258	Employee Security
4258	Employee Security
4259	Employee Assistance Programs
4261	Leaves
4261	Leaves
4261.11	Industrial Accident/Illness Leave
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.42	Drug And Alcohol Testing For School Bus Drivers
4312.5	Criminal Record Check
4312.5-E(1)	Criminal Record Check
4312.5-E PDF(1)	Criminal Record Check
4312.6	Personnel Files
4313.5	Working Remotely
4319.1	Civil And Legal Rights
4319.12	Title IX Sexual Harassment Complaint Procedures
4319.12-E(1)	Title IX Sexual Harassment Complaint Procedures
4319.12-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
4319.21	Professional Standards
4319.21-E(1)	Professional Standards
4319.21-E PDF(1)	Professional Standards
4319.22	Dress And Grooming
4319.23	Unauthorized Release Of Confidential/Privileged Information
4319.24	Maintaining Appropriate Adult-Student Interactions
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
4336	Nonschool Employment
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4357	Employee Safety
4357	Employee Safety
4358	Employee Security

4358	Employee Security
4359	Employee Assistance Programs
4361	Leaves
4361	Leaves
4361.11	Industrial Accident/Illness Leave
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E PDF(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
6145.2	Athletic Competition
6145.2	Athletic Competition
6162.54	Test Integrity/Test Preparation
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Policy 4240: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: ~~12/09/01/2020~~ 2022 | Last Reviewed Date:
~~12/09/01/2020~~ 2022

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to **"Exclusive representative," as defined in** Government Code 3540.1, **means an employee organization recognized or certified as** the definition of "exclusive **negotiating** representative" ~~includes representation of " for all public school district employees" other than management and confidential employees, as defined.~~

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, ~~and to~~ **and to** select an employee organization as ~~their~~ **the** exclusive representative, ~~and be represented by that organization to represent the employees~~ in ~~their~~ **the employees'** employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: In **East Whittier School District**, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting ~~employees from~~ **the** wearing **of** union buttons **by employees** is justified by special circumstances. See PERB's ruling in **City of Sacramento**. Due to the legal uncertainty in this area, districts are encouraged to consult **CSBA District and County Office of Education Legal Services or the district's** legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if:

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

1. Certified and classified employees shall not be included in the same bargaining unit. The (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees:

2. ~~The supervisors are~~ and is not represented by the same an employee organization that represents district employees ~~whom~~ who are supervised by the supervisory employees. (Government Code 3545) ~~supervise.~~

For this purpose, **supervisory employee** means any employee, regardless of job description, having ~~the~~ authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline, other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action. ~~The~~ when the exercise of ~~this~~ that authority ~~shall~~ is not ~~be~~ of a merely routine or clerical ~~in~~ nature, but ~~shall require~~ requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. ~~The Public Employment Relations Board~~ PERB ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. ~~Such~~ In the employment relationship with the district, such employees may represent themselves ~~individually.~~ ~~For purposes other than negotiations and bargaining, such employees may~~ or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~For this purpose: (Government Code 3540.1, 3543.4)~~ An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

1. **Management employee** means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

2. **Confidential employee** means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming ~~Page 102 of 459~~

members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

CSBA NOTE: The remainder of this section is optional. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization. The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to [New](#) Employee Orientations

The district shall permit employee organizations access to new employee ~~orientations~~[orientation or onboarding process](#) where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. ~~However, in any specific instance where,~~ [except that a shorter notice may be provided if](#) an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, ~~a shorter notice may be provided.~~ (Government Code 3555.5, 3556)

~~The~~[Following a request to negotiate by either party, the](#) structure, time, and manner of ~~the~~ access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, ~~following a request to negotiate by either party.~~ If the district and exclusive representative fail to reach an agreement, matters related to ~~the~~ access to [the](#) new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of ~~the~~[a new employee](#) orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes

of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have **an opportunity to attend, at the employee's worksite and during employment hours.** Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721*, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire. unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit ~~to an exclusive representative~~ at least every 120 days unless more

frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed ~~for this purpose.~~ to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. Government Code 3558, as amended by SB 270 (Ch. 330, Statutes of 2021), allows the district 20 calendar days to cure an alleged violation that involves the provision of an inaccurate or incomplete list of employees, and to give the exclusive representative written notice of the actions taken. If a violation is found, PERB is required to assess against the district a civil penalty of \$10,000 and attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558, as amended, limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violation and may be revised to reflect district practice.

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, bargaining unit employees who choose not to join an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization.

organization, as required by *Janus v. AFSCME*.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees

Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment, <u>;</u> classified employees
Ed. Code 45220-45320	Merit system, <u>;</u> classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement
Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Website Association of California School Administrators
Website CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves

4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4261.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | Last Revised Date: ~~03/09/2021~~2022 | Last Reviewed Date:
~~03/09/2016~~2022

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state ~~codes~~statute (e.g., Education Code, Military and Veterans Code). Districts should consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" below includes "mother-in-law" and father-in-law, as permitted by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

Members of ~~the~~an employee's immediate family include: (Education Code 44985, 45194)

1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in ~~their~~ the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of ~~their~~ accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult CSBA District and County Office of Education Legal Services or the district's legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, parent-in-law, or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in ~~item~~ Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in ~~items~~ Items #1-2 above and by certificated employees for the reasons specified in ~~items~~ Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or ~~the California Family Rights Act~~ CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or ~~where~~ for which the need ~~for leave~~ is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

~~CSBA NOTE:~~ CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

~~Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below:~~

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee ~~may be absent from work in order to attend judicial proceedings related to a crime when the employee~~ who is a victim, of a crime or an immediate family member, registered domestic partner, or

child of a registered domestic partner of asuch victim, ~~or~~ may be absent from work in order to attend related judicial proceedings, if the crime is any of the following ~~crimes~~: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, ~~or~~ stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use ~~their~~any available vacation, personal leave, or compensatory time off for the purposes described in ~~items~~items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, ~~items #2-5 apply to districts with 25 or more employees.~~

~~As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime. Items #2-5 apply to districts with 25 or more employees.~~

An employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, who is a victim of ~~or~~ a crime that caused physical injury or that caused mental injury with a threat of physical injury, or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child

2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, ~~as amended by AB 2992~~, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify ~~their~~the district employees of ~~their~~the employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. ~~As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.~~

The Superintendent or designee shall inform employees of ~~their~~the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire

and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated ~~and/or~~ classified ~~employees~~ employee may take time off without loss of compensation to serve as an elected ~~officers~~ officer of their any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, as amended by SB 294 (Ch. 539, Statutes of 2021), an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include

the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. ~~The maximum amount of service credit an employee may earn cannot exceed 12 years.~~ Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the [employee](#) organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in *Rankin v. Commission on Professional Competence*.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in

Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to

provide the required certification. (Labor Code 1503)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence (̄ certified)-
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family (̄ certified)-
Ed. Code 44987	Service as officer of employee organization (̄ certified)-
Ed. code <u>Code</u> 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations (̄ classified)-
Ed. Code 45194	Bereavement leave of absence (̄ classified)-
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity (̄ classified)-
Ed. Code 45210	Service as officer of employee organization (̄ classified)-
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school

Lab. Code 233	Illness of child, parent, spouse or domestic partner
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days,; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms,; enhancement of prison terms
Federal	Description
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
Management Resources	Description
Court Decision	Rankin v. Commission on Professional Competence, -(1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954
Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	Description
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves

4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4261.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | Last Revised Date: ~~07/09/01/2006~~2022 | Last Reviewed Date:
~~07/09/01/2006~~2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

~~The~~ USERRA applies to all employees, except for ~~persons~~ individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the Veterans' Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

~~An~~ Any district employee who needs to be absent from the district service to fulfill ~~his/her~~ military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code 44018 authorizes, but does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

~~An employee~~The district shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees are compensated for military leave for periods of inactive duty training. Optional ~~item~~Item #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~Items #1, 2, and 4 above, ~~an~~the Attorney General ~~opinion~~ (opined in 77 Ops.Cal.Atty.Gen. 209 (1994)) ~~states~~, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951), an employee may not "tack on" prior employment in another district (~~18 Ops.Cal.Atty.Gen. 178 (1951)~~). If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops.Cal.Atty.Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

~~Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.~~

During the period of military leave, an employee may, ~~upon his/her own~~ request, to use any vacation or similar paid leave accrued before the commencement of the military leave- in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue ~~his/her~~ health plan coverage during the military leave. The maximum period of coverage for the employee and ~~his/her~~any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits ~~to~~for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of ~~his/her~~the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received ~~if he/she had~~ the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in ~~item #1 Active Military Training or Exercises~~, Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which ~~he/she~~ the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in ~~item #3 War or Other Emergency, Item #3~~ in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of ~~his/her~~ the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of ~~the~~ service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below: in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~ the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of an the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~ the employee could terminate or could cause to ~~be~~ have terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service, ~~provided the employee has~~ plus a period of eight hours ~~to~~ of rest following a period for safe transportation to ~~his/her~~ the

employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

~~In cases where~~ Where an employee's reporting or application for reinstatement within the periods specified in ~~items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her rights,~~ the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

Notices

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the employer district customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)", clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994
Management Resources	Description

Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)
Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves

4261	Leaves
4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Policy 4340: Bargaining Units

Status: ADOPTED

Original Adopted Date: 11/01/2011 | Last Revised Date: ~~12/09/01/2020~~ 2022 | Last Reviewed Date:
~~12/09/01/2020~~ 2022

CSBA NOTE: Pursuant to Government Code 3544, an employee organization may become the employees' exclusive representative for negotiations by filing a request with the district providing proof that a majority of the employees in an appropriate unit wish to be represented by that organization. Notice of such request must be immediately posted conspicuously on all employee bulletin boards in each district facility in which members of the unit are employed. Government Code 3544.1 requires the district to grant the request for recognition unless (1) the district doubts the appropriateness of the unit, (2) another employee organization files a challenge to the appropriateness of the unit or submits a competing claim of representation within 15 work days of the posting of notice of the written request, or (3) the district currently has a lawful written agreement with another employee organization representing the same employees.

Pursuant to **"Exclusive representative," as defined in** Government Code 3540.1, **means an employee organization recognized or certified as** the definition of "exclusive **negotiating** representative" ~~includes representation of " for all public school district employees" other than management and confidential employees, as defined.~~

Government Code 3543 provides that public school employees have the right to represent themselves individually in their employment relations with the district except that, once an exclusive representative has been recognized, an employee in that unit is prohibited from meeting and negotiating with the district.

The Governing Board recognizes the right of district employees to form a bargaining unit, ~~and to~~ **and to** select an employee organization as ~~their~~ **the** exclusive representative, ~~and be represented by that organization to represent the employees~~ in ~~their~~ **the employees'** employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

CSBA NOTE: In **East Whittier School District**, the Public Employment Relations Board (PERB) found that the district's policy limiting the wearing of union buttons that favor or oppose any matter that is the subject of negotiations in the classroom or in other instructional areas in the presence of students violated the Educational Employment Relations Act, as there was no finding of special circumstances which would limit the established right of employees to wear union buttons in the workplace, nor was there a finding that wearing the union buttons was a political activity. PERB continues to use a case-by-case approach to determine whether a district's policy restricting ~~employees from~~ **the** wearing **of** union buttons **by employees** is justified by special circumstances. See PERB's ruling in **City of Sacramento**. Due to the legal uncertainty in this area, districts are encouraged to consult **CSBA District and County Office of Education Legal Services or the district's** legal counsel prior to limiting the wearing of union buttons that support the union's position in collective bargaining.

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

(Government Code 3545)

The district may recognize a bargaining unit of supervisory employees if:

Formation of Bargaining Units

CSBA NOTE: The following section contains legal requirements for the certification or recognition of bargaining units for different categories of employees.

1. Certified and classified employees shall not be included in the same bargaining unit. The (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees:

2. ~~The supervisors are~~ and is not represented by the same an employee organization that represents district employees ~~whom~~ who are supervised by the supervisory employees. (Government Code 3545) ~~supervise.~~

For this purpose, **supervisory employee** means any employee, regardless of job description, having the authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline, other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action. ~~The~~ when the exercise of ~~this~~ that authority ~~shall~~ is not be of a merely routine or clerical in nature, but ~~shall require~~ requires the use of independent judgment. (Government Code 3540.1)

CSBA NOTE: Pursuant to Government Code 3543.4, management and confidential employees, as defined in Government Code 3540.1, are excluded from the right to be represented in negotiations by an employee organization. ~~The Public Employment Relations Board~~ PERB ultimately determines, based upon the duties of the position, which positions qualify as "management" or "confidential" and thus are excluded from bargaining.

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. ~~Such~~ In the employment relationship with the district, such employees may represent themselves individually. ~~For purposes other than negotiations and bargaining, such employees may~~ or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. ~~For this purpose: (Government Code 3540.1, 3543.4)~~ An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

1. **Management employee** means any employee who has significant responsibilities for formulating district policies or administering district programs, and whose position is designated as a management position by the Board. (Government Code 3540.1)

2. **Confidential employee** means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions. (Government Code 3540.1)

Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not

or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550)

CSBA NOTE: The remainder of this section is optional. Government Code 3553 establishes requirements for districts that choose to disseminate a mass communication regarding employees' rights to join, support, or refrain from joining or supporting an employee organization. A "mass communication" means any written document, including a script for an oral or recorded presentation or message, intended for multiple employees.

Districts should exercise caution and consult with [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before communicating with employees about their rights to join or not join an employee organization to avoid violating the law against unfair labor practices. When an employee approaches the district with questions specifically about the benefits of the membership in an employee organization, the employee should be referred to the employee organization. The Superintendent or designee may communicate with district employees regarding their rights under the law. Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' right to join or support an employee organization or to refrain from joining or supporting an employee organization, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that, at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

Access to [New](#) Employee Orientations

The district shall permit employee organizations access to new employee ~~orientations~~[orientation or onboarding process](#) where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation. ~~However, in any specific instance where,~~ [except that a shorter notice may be provided if](#) an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice, ~~a shorter notice may be provided.~~ (Government Code 3555.5, 3556)

~~The~~[Following a request to negotiate by either party, the](#) structure, time, and manner of ~~the~~ access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative, ~~following a request to negotiate by either party.~~ If the district and exclusive representative fail to reach an agreement, matters related to ~~the~~ access to [the](#) new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be final and binding on the parties. (Government Code 3556, 3557)

The date, time, and place of ~~the~~[a new employee](#) orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

CSBA NOTE: The following paragraph applies until June 30, 2025, unless the date is extended by law. Government Code 3556, as amended by SB 191 (Ch. 67, Statutes of 2022), provides additional obligations for public employers under the conditions specified in the following paragraph.

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representative scheduling such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people.

Access to Employee Contact Information

CSBA NOTE: Pursuant to Government Code 3558, districts are required to provide recognized employee organizations with specified contact information for new employees in the bargaining unit, as provided below. The information required by Government Code 3558 must be provided in a manner consistent with Government Code 6254.3, which authorizes disclosure of an employee's home address, home telephone number(s), and personal cell phone number to an employee organization unless the district receives a written request by the employee to not disclose the information. Pursuant to Government Code 6254.3, the personal email address of an employee is not disclosable unless used by the employee to conduct public business. The following paragraph should be revised if districts have an agreement with their employee organization(s) requiring more frequent or more detailed contact lists.

In *County of Los Angeles v. Service Employees International Union, Local 721*, the California Supreme Court held that (1) an employer has a duty to provide information relevant to collective bargaining to the applicable bargaining unit and failure to do so is a violation of the employer's obligation to bargain in good faith; (2) the disclosure of an employee's home address and phone number(s) by an employer to the union is presumptively relevant to the union's role as bargaining agent and does not violate the employee's constitutional right of privacy; and (3) other avenues for implementing privacy safeguards are available, such as bargaining for a notice and opt-out procedure or drafting employment contracts that will notify employees that their home contact information is subject to disclosure to the union and that they may request nondisclosure.

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit, within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit ~~to an exclusive representative~~ at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government

Code 3558, 6254.3)

However, the Superintendent or designee shall not disclose the home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed ~~for this purpose.~~ to the exclusive representative. Following receipt of a written request, the district shall remove the employee's home address, home and personal cell phone numbers, and personal email address from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

CSBA NOTE: Pursuant to Government Code 3558, an employee organization is authorized, after notifying the district of a violation of the district's employee information disclosure obligations, to file a special unfair labor practice charge with PERB. Government Code 3558, as amended by SB 270 (Ch. 330, Statutes of 2021), allows the district 20 calendar days to cure an alleged violation that involves the provision of an inaccurate or incomplete list of employees, and to give the exclusive representative written notice of the actions taken. If a violation is found, PERB is required to assess against the district a civil penalty of \$10,000 and attorney's fees and costs in addition to any other remedy provided by law.

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

CSBA NOTE: Government Code 3558, as amended, limits to three times within any 12-month period a district's opportunity to cure when an inaccurate or incomplete list has been provided to an exclusive representative. The following paragraph offers a way to avoid or minimize possible violation and may be revised to reflect district practice.

At least, at the beginning of each school year, the Superintendent or designee shall review the list of district employees to ensure that the list is complete and contains accurate information.

Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

Membership Dues or Other Payments to an Employee Organization

CSBA NOTE: Bargaining unit employees who choose to join the employee organization pay membership dues, which are deducted from the employee's salary or wage payment as provided below. Pursuant to the U.S. Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees*, bargaining unit employees who choose not to join an employee organization cannot be required to pay any fees to the employee organization. However, pursuant to Education Code 45060 and 45168, an employee who chooses not to join an employee organization may be charged fees for applicable services, programs, or committees provided to the employee by the employee organization if that nonmember employee first affirmatively and voluntarily consents to pay those fees to the employee organization, as required by *Janus v. AFSCME*.

Education Code 45060 and 45168 set forth the process for handling authorizations, changes, and cancellations for dues or other payments, and provide safeguards for districts that rely on information provided by an employee organization concerning such payroll deductions (i.e., the employee organization's indemnification of the district against any employee's claim based on such reliance).

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
8 CCR 33015-33490	Recognition of exclusive representative; proceedings
8 CCR 33700-33710	Severance of established unit
8 CCR 34020	Petition to rescind organizational security arrangement
8 CCR 34055	Reinstatement of organizational security arrangement
Ed. Code 45060-45061.5	Deduction of fees from salary or wage payment; certificated employees

Ed. Code 45100.5	Senior classified management positions
Ed. Code 45104.5	Abolishment of senior classified management positions
Ed. Code 45108.5	Definition of senior classified management employees
Ed. Code 45108.7	Waiver of provisions of 45108.5
Ed. Code 45168	Deduction of fees from salary or wage payment, <u>;</u> classified employees
Ed. Code 45220-45320	Merit system, <u>;</u> classified employees
Gov. Code 3540-3549.3	Educational Employment Relations Act
Gov. Code 3540.1	Public employment definitions
Gov. Code 3543.4	Management position; representation
Gov. Code 3545	Appropriateness of unit; basis
Gov. Code 3550-3552	Prohibition on public employers deterring or discouraging union membership
Gov. Code 3555-3559	Public employee communication, information and orientation
Gov. Code 53260-53264	Employment contracts
Gov. Code 6205-6210	Confidentiality of addresses for victims of domestic violence, sexual assault or stalking
Gov. Code 6254.3	Disclosure of employee contact information to employee organization
Gov. Code 6503.5	Joint powers agencies
Federal	Description
8 CFR 33015-33490	Recognition of exclusive representative; proceedings
8 CFR 33700-33710	Severance of established unit
8 CFR 34020	Petition to rescind organizational security arrangement
8 CFR 34055	Reinstatement of organizational security arrangement
Management Resources	Description
Court Decision	County of Los Angeles v. Service Employees International Union, Local 721, (2013) 56 Cal. 4th 905
Court Decision	Friedrichs v. California Teachers Association, et al., (2016) 136 S.Ct. 1083
Court Decision	Janus v. American Federation of State, County and Municipal Employees, Council 31, (2018) 138 S.Ct. 2448
Public Employment Relations Board Ruling	East Whittier School District, (2004) PERB Dec. No. 1727
Public Employment Relations Board Ruling	City of Sacramento, (2019) PERB Dec. No. 2702m
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Website Association of California School Administrators
Website CSBA

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1340	Access To District Records
1340	Access To District Records
1431	Waivers
4113	Assignment
4113	Assignment
4115	Evaluation/Supervision
4115	Evaluation/Supervision
4119.1	Civil And Legal Rights
4119.25	Political Activities Of Employees
4119.25	Political Activities Of Employees
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4141	Collective Bargaining Agreement
4143	Negotiations/Consultation
4151	Employee Compensation
4154	Health And Welfare Benefits
4154	Health And Welfare Benefits
4161.2	Personal Leaves
4219.1	Civil And Legal Rights
4219.25	Political Activities Of Employees
4219.25	Political Activities Of Employees
4241	Collective Bargaining Agreement
4243	Negotiations/Consultation
4251	Employee Compensation
4254	Health And Welfare Benefits
4254	Health And Welfare Benefits
4261.2	Personal Leaves

4300	Administrative And Supervisory Personnel
4300	Administrative And Supervisory Personnel
4301	Administrative Staff Organization
4312.1	Contracts
4315	Evaluation/Supervision
4319.1	Civil And Legal Rights
4319.25	Political Activities Of Employees
4319.25	Political Activities Of Employees
4351	Employee Compensation
4354	Health And Welfare Benefits
4354	Health And Welfare Benefits
4361.2	Personal Leaves
9000	Role Of The Board
9321	Closed Session
9321-E PDF(1)	Closed Session
9321-E PDF(2)	Closed Session

Regulation 4361.2: Personal Leaves

Status: ADOPTED

Original Adopted Date: 11/01/2012 | Last Revised Date: ~~03/09/2021~~2022 | Last Reviewed Date:
~~03/09/2016~~2022

CSBA NOTE: The following administrative regulation is subject to collective bargaining agreements.

Personal leaves granted to district employees shall be used as permitted in this administrative regulation, other Board-approved policy or district regulation, or applicable collective bargaining agreement.

CSBA NOTE: Family Code 297.5 extends to registered domestic partners the same rights that are available under state law to spouses. Thus, any reference to an employee's spouse throughout this administrative regulation also applies to a registered domestic partner, even if not expressly stated in the applicable state ~~codes~~statute (e.g., Education Code, Military and Veterans Code). Districts should consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel if a question arises as to leave provisions relative to an employee's domestic partner.

For the purpose of any personal leave offered pursuant to state law, a registered domestic partner shall have the same rights, protections, and benefits as a spouse and any protections provided to a spouse's child shall also apply to a child of a registered domestic partner. (Family Code 297.5)

Whenever possible, employees shall request personal leaves in advance and prepare suitable instructions, including lesson plans as applicable, for a substitute employee.

Bereavement

CSBA NOTE: Education Code 44985 and 45194 allow the Governing Board to expand the class of relatives listed below as "immediate family" and enlarge the benefits provided by law. In addition, Government Code 12945.2, as amended by AB 1033 (Ch. 327, Statutes of 2021), includes a parent-in-law in the definition of "parent" for purposes of California Family Rights Act (CFRA) leave. Thus, to ensure consistency, the definition of "immediate family" below includes "mother-in-law" and father-in-law, as permitted by law. The following two paragraphs may be revised to reflect district practice.

Employees are entitled to a leave of up to three days, or five days if out-of-state travel is required, upon the death of any member of the employee's immediate family. No deduction shall be made from the employee's salary, nor shall such leave be deducted from any other leave to which the employee is entitled. (Education Code 44985, 45194)

Members of ~~the~~an employee's immediate family include: (Education Code 44985, 45194)

1. The mother, mother-in-law, father, father-in-law, grandmother, grandfather, or grandchild of the employee or of the employee's spouse
2. The employee's spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister
3. Any relative living in the employee's immediate household

At the employee's request, bereavement leave may be extended under personal necessity leave provisions as provided in the section "Personal Necessity" below. (Education Code 44981, 45207)

Personal Necessity

CSBA NOTE: Employees may use a maximum of seven days of accumulated personal illness/injury leave (sick leave) for reasons of personal necessity pursuant to Education Code 44981 (certificated employees) and 45207 (classified employees). Pursuant to Education Code 44981 and 45207, a higher maximum may be set for certificated and/or classified employees in ~~their~~ the applicable collective bargaining agreement, or by Board resolution for classified employees who are not covered by a collective bargaining agreement. Districts that have established a maximum that is higher than seven days should modify the following paragraph accordingly.

Education Code 45207 clarifies that provisions pertaining to personal necessity leave also apply to districts that have adopted the merit system for classified employees in accordance with Education Code 45240-45320.

Employees may use a maximum of seven days of ~~their~~ accrued personal illness/injury leave (sick leave) during each school year for reasons of personal necessity. (Education Code 44981, 45207)

Acceptable reasons for the use of personal necessity leave include:

1. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions (Education Code 44981, 45207)
2. An accident involving the employee or the employee's property, or the person or property of a member of the employee's immediate family (Education Code 44981, 45207)

CSBA NOTE: Pursuant to Education Code 44981, a certificated employee may use personal necessity leave for the serious illness of a member of the employee's immediate family. The Board may extend these provisions to classified employees under the authority granted to the Board by Education Code 45207. Districts are cautioned to consult CSBA District and County Office of Education Legal Services or the district's legal counsel regarding any interaction of Education Code provisions with Labor Code 233, 245.5, and 246.5, which allow the use of sick leave for the need of the employee or family member for the diagnosis, care, or treatment of an existing health condition or for preventive care and which include in the definition of "family member" a registered domestic partner, grandparent, and sibling. See AR 4161.1/4361.1 - Personal Illness/Injury Leave and AR 4261.1 - Personal Illness/Injury Leave.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for federal and state provisions related to leaves for the birth, adoption, or foster placement of a new child; the care of a seriously ill child, parent, parent-in-law, or spouse/registered domestic partner; or the employee's own serious health condition.

3. Illness, preventive care, or other need of a member of the employee's family, as defined in Labor Code 245.5 (Education Code 44981; Labor Code 246.5)

CSBA NOTE: Education Code 45207 provides that classified employees may use sick leave for required court appearances, as provided in ~~item~~ Item #4 below. Circumstances under which employees may take time off, with pay, for court appearances are described in the section on "Leave to Perform Legal Duties" below.

4. A classified employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order (Education Code 45207)

CSBA NOTE: Items #5 and #6 are optional and may be deleted or modified to reflect district practice.

5. Fire, flood, or other immediate danger to the home of the employee
6. Personal business of a serious nature which the employee cannot disregard

Leave for personal necessity may be allowed for other reasons at the discretion of the Superintendent or designee. However, personal necessity leave shall not be granted for purposes of personal convenience, for the extension of a holiday or vacation, or for matters which can be taken care of outside of working hours. The Superintendent or designee shall have final discretion as to whether a request reflects personal necessity.

CSBA NOTE: The following paragraph is optional. The district is prohibited from requiring employees to obtain advance permission prior to taking leaves in certain situations. Pursuant to Education Code 44981 and 45207, the district may not require advance permission for leaves taken by classified employees for the reasons specified in ~~Items~~ Items #1-2 above and by certificated employees for the reasons specified in ~~Items~~ Items #1-3 above. In addition, Labor Code 246.5 requires an employer to grant paid sick leave "upon the oral or written request of an employee." According to the Department of Industrial Relations, employers may not require advance notice when the need for the leave was unforeseeable, as in the case of unanticipated illness or a medical emergency.

Also see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave for requirements pertaining to requests for leaves that qualify under the federal Family and Medical Leave Act (29 USC 2601-2654) or ~~the California Family Rights Act~~ CFRA (Government Code 12945.1-12945.2), including provisions that allow employees to provide notice as soon as practicable when 30-day advance notice is not practicable due to lack of knowledge of the date the leave will be needed, a change in circumstances, or a medical emergency.

Advance permission shall not be required of an employee in any case involving the death of a member of the employee's immediate family, an accident involving the employee's person or property or the person or property of a member of the employee's immediate family, or the illness, preventive care, or other need of a member of the employee's family. (Education Code 44981, 45207)

For any leave that is planned, or ~~where~~ for which the need ~~for leave~~ is foreseeable, an employee shall notify the Superintendent or designee in advance. In all other circumstances, the employee shall notify the Superintendent or designee of the need for the leave as soon as practicable.

CSBA NOTE: Education Code 44981 and 45207 mandate the adoption of regulations requiring proof of personal necessity and prescribing the manner of the required proof. The following paragraph may be revised to specify the manner of proof required by the district.

After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed district absence form to the employee's immediate supervisor.

Leave to Perform Legal Duties

CSBA NOTE: CSBA NOTE: Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in Items #1-2 below.

Pursuant to Education Code 44037, it is unlawful for the district or personnel commission to (1) adopt any rule, regulation, or policy that encourages classified employees to seek exemption from jury duty; (2) directly or indirectly solicit or suggest to any employee that the employee seek exemption from jury duty; or (3) discriminate against any employee with respect to assignment, employment, promotion, or in any other manner because of the employee's service on a jury panel. However, the Board or personnel commission may establish a rule providing that only a percentage of district staff, which shall not be less than two percent, shall be granted such leave with pay at any one time. The following section may be revised to reflect district practice.

~~Labor Code 230 prohibits the discharge of or discrimination or retaliation against an employee for taking time off for the activities specified in items #1-2 below:~~

An employee may take time off work in order to: (Labor Code 230)

1. Serve on an inquest jury or trial jury
2. Comply with a subpoena or other court order to appear as a witness

Notices, summons, and subpoenas for court appearances shall be submitted to the district office when requesting leave.

A classified employee called for jury duty shall be granted leave with pay up to the amount of the difference between the employee's regular earnings and any amount received for jury fees. (Education Code 44037)

CSBA NOTE: The following optional paragraph is for use by districts that choose to provide leave of absence with pay for certificated employees called for jury duty, as authorized by Education Code 44036. Districts that do not grant such leave should delete this paragraph.

A certificated employee who is called for jury duty also shall be granted leave with pay up to the difference between the employee's regular earnings and any jury fees received. (Education Code 44036)

CSBA NOTE: The following paragraph is optional. Education Code 44036 allows the Board, at its discretion, to provide paid leaves for employees to appear in court as witnesses other than as litigants or to respond to orders from another governmental jurisdiction. Districts that do not grant such leave should delete this paragraph.

An employee shall be granted leave with pay to appear in court as a witness other than a litigant or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee. Such an employee shall receive the difference between the employee's regular earnings and any witness fees received. (Education Code 44036)

Leaves for Crime Victims for Judicial Proceedings

CSBA NOTE: Labor Code 230.2 prohibits a district from taking adverse employment action against an employee who takes leave as described below.

An employee ~~may be absent from work in order to attend judicial proceedings related to a crime when the employee~~ who is a victim, of a crime or an immediate family member, registered domestic partner, or

child of a registered domestic partner of asuch victim, ~~or~~ may be absent from work in order to attend related judicial proceedings, if the crime is any of the following ~~crimes~~: (Labor Code 230.2)

1. A violent felony as defined in Penal Code 667.5(c)
2. A serious felony as defined in Penal Code 1192.7(c)
3. A felony provision of law proscribing theft or embezzlement

CSBA NOTE: Pursuant to Labor Code 230.2, employees may use any of the types of leave listed in the following paragraph, unless otherwise provided by a collective bargaining agreement, although a collective bargaining agreement cannot diminish the entitlement of an employee.

For these purposes, the employee may use vacation, personal leave, personal illness/injury leave, unpaid leave, or compensatory time off that is otherwise available to the employee. (Labor Code 230.2)

Prior to taking time off, an employee shall give the Superintendent or designee a copy of the notice of each scheduled proceeding that is provided by the responsible agency, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee shall, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim. (Labor Code 230.2)

The district shall keep confidential any records pertaining to the employee's absence from work by reason of this leave. (Labor Code 230.2)

Leaves for Victims of Crime or Abuse

CSBA NOTE: Labor Code 230 and 230.1 allow employees who are victims of domestic violence, sexual assault, ~~or~~ stalking, or a crime that caused physical injury or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime to use ~~their~~any available vacation, personal leave, or compensatory time off for the purposes described in ~~items~~items #1-5 below, and prohibit a district from taking adverse employment action against an employee for taking leave for any of those purposes. Pursuant to Labor Code 230.1, ~~items #2-5 apply to districts with 25 or more employees.~~

~~As amended by AB 2992 (Ch. 224, Statutes of 2020), Labor Code 230 and 230.1 expand these provisions to include employees who are victims of a crime that caused physical injury, or mental injury with a threat of physical injury, and employees whose immediate family member is deceased as the direct result of a crime. Items #2-5 apply to districts with 25 or more employees.~~

An employee who is a victim of domestic violence, sexual assault, ~~or~~ stalking, who is a victim of ~~or~~ a crime that caused physical injury or that caused mental injury with a threat of physical injury, or an employee whose immediate family member, as defined, is deceased as the direct result of a crime may use vacation, sick leave, personal leave, or compensatory time off that is otherwise available to the employee to attend to the following activities: (Labor Code 230, 230.1, 246.5)

1. Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the employee or the employee's child

2. Seek medical attention for injuries caused by crime or abuse
3. Obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse
4. Obtain psychological counseling or mental health services related to an experience of crime or abuse
5. Participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation

CSBA NOTE: Pursuant to Labor Code 230, ~~as amended by AB 2992~~, the following certification may include documentation from a victim advocate (defined as an individual, whether paid or serving as a volunteer, who provides services to victims under the auspices or supervision of an agency or organization that has a documented record of providing services to victims, a court, or a law enforcement or prosecution agency) or any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf.

Prior to taking time off, an employee shall give reasonable notice to the Superintendent or designee, unless advance notice is not feasible. When an unscheduled absence occurs, the employee shall provide, within a reasonable period of time, certification of the absence in the form of any of the following: (Labor Code 230, 230.1)

1. A police report indicating that the employee was a victim
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court
3. Documentation from a domestic violence or sexual assault counselor as defined in Evidence Code 1037.1 or 1035.2, licensed medical professional or health care provider, victim advocate, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse
4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including, but not limited to, a written statement signed by the employee or by an individual acting on the employee's behalf certifying that the absence is for a purpose authorized under Labor Code 230 or 230.1

The district shall maintain the confidentiality of such an employee to the extent authorized by law. (Labor Code 230, 230.1)

CSBA NOTE: Pursuant to Labor Code 230.1, districts with 25 or more employees are required to notify ~~their~~the district employees of ~~their~~the employee rights under Labor Code 230 and 230.1. The district may use a form developed by the Labor Commissioner for this purpose, when available on the web site of the Department of Industrial Relations, or may develop its own form that is substantially similar in content and clarity to the Labor Commissioner's form. ~~As amended by AB 2992, Labor Code 230.1 requires the Labor Commissioner to revise the form by January 1, 2022. Until that form is revised, the district should update its form to reflect current law.~~

The Superintendent or designee shall inform employees of ~~their~~the rights provided employees pursuant to Labor Code 230 and 230.1 using a form developed by the Labor Commissioner or a substantially similar form developed by the district. Such information shall be provided to new employees upon hire

and to other employees upon request. (Labor Code 230.1)

Personal Leave for Child-Related Activities

CSBA NOTE: Pursuant to Labor Code 230.8, the following section applies to any district employing 25 or more employees at the same location. A district with fewer than 25 employees at the same location may use or delete this section at its discretion.

Pursuant to Labor Code 230.8, an employee who is discharged, threatened with discharge, demoted, suspended, or otherwise discriminated against for using the leave is entitled to reinstatement and reimbursement for lost wages and benefits, and an employer who willfully refuses to rehire, promote, or otherwise reinstate such an employee is subject to a civil penalty equal to three times the amount of the lost wages and benefits.

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to: (Labor Code 230.8)

1. Find, enroll, or reenroll a child in a school or with a licensed child care provider or to participate in activities of the school or child care provider, provided the employee gives reasonable advance notice of the absence. Time off for this purpose shall not exceed eight hours in any calendar month.
2. Address a school or child care emergency, provided the employee gives notice. An emergency exists when the child cannot remain in school or with a child care provider due to one of the following circumstances:
 - a. A request by the school or child care provider that the child be picked up
 - b. An attendance policy, excluding planned holidays, that prohibits the child from attending or requires that the child be picked up from the school or child care provider
 - c. Behavioral or discipline problems
 - d. Closure or unexpected unavailability of the school or child care provider, excluding planned holidays
 - e. A natural disaster, including, but not limited to, fire, earthquake, or flood

For purposes of this leave, parent/guardian includes a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to a child. (Labor Code 230.8)

CSBA NOTE: Labor Code 230.8 provides that the employee may use time off without pay to the extent the district makes it available. The following optional paragraph may be revised to reflect district practice.

In lieu of using vacation, personal leave, or compensatory time off, eligible employees may take unpaid leave for this purpose.

If two or more parents/guardians of a child are employed at the same work site, this leave shall be allowed for the parent/guardian who first gives notice to the district. Simultaneous absence by another parent/guardian of the child may be granted by the Superintendent or designee. (Labor Code 230.8)

Upon request by the Superintendent or designee, the employee shall provide documentation from the school or licensed child care provider that the employee engaged in permitted child-related activities on a specific date and at a particular time. (Labor Code 230.8)

Service on Education Boards and Committees

Upon request, a certificated employee shall be granted up to 20 school days of paid leave per school year for service performed within the state on any education board, commission, committee, or group authorized by Education Code 44987.3 provided that all of the following conditions are met: (Education Code 44987.3)

1. The service is performed within the state.
2. The board, commission, organization, or group informs the district in writing of the service.
3. The board, commission, organization, or group agrees, prior to the service, to reimburse the district, upon the district's request, for compensation paid to the employee's substitute and for actual related administrative costs.

Employee Organization Activities

CSBA NOTE: The following optional section may be deleted by any district whose collective bargaining agreements expressly provide for a paid leave of absence for participation in the activities described in this section.

Education Code 44987 and 45210 provide that any certificated ~~and/or~~ classified ~~employees~~ employee may take time off without loss of compensation to serve as an elected ~~officers~~ officer of their any local, statewide, or national employee organization of which the employee is a member. Following the district's payment to the employee for the leave of absence, the employee organization must reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. This leave of absence is in addition to the release time granted to representatives of an employee organization pursuant to Government Code 3543.1.

Pursuant to Education Code 44987 and 45210, as amended by SB 294 (Ch. 539, Statutes of 2021), an employee's leave of absence to serve as an elected officer of an employee organization is additional to any other leave available for the employee's use by law or in agreement with the district.

Upon request, any certificated or classified employee shall be granted a leave of absence without loss of compensation, to serve as an elected officer of a district employee organization or any statewide or national employee organization with which the employee organization is affiliated. Such leave shall be in addition to any other leave to which the employee may be entitled by other laws or a memorandum of understanding or collective bargaining agreement. (Education Code 44987, 45210)

The leave shall include, but is not limited to, absence for purposes of attending periodic, stated, special, or regular meetings of the body of the organization. on which the employee serves as an officer. (Education Code 44987, 45210)

CSBA NOTE: Education Code 45210 requires districts to grant a paid leave of absence to a reasonable number of classified employees serving as unelected members of the employee organization or a statewide or national public employee organization when the employee attends "important organizational activities authorized by the public employee organization." Compensation must include

the required retirement fund contributions. The employee will continue to earn full service credit during the leave and must pay member contributions as specified. ~~The maximum amount of service credit an employee may earn cannot exceed 12 years.~~ Education Code 45210 also requires that an employee organization provide reasonable notification to the district when requesting a leave of absence without loss of compensation for an employee.

Upon request of an employee organization in the district or its state or national affiliate, a reasonable number of unelected classified employees shall be granted a leave of absence without loss of compensation for the purpose of attending important organizational activities authorized by the [employee](#) organization. The employee organization shall provide reasonable notification to the Superintendent or designee when requesting a leave of absence for employees for this purpose. (Education Code 45210)

When leave is granted for any of the above purposes, the employee organization shall reimburse the district within 10 days after receiving the district's certification of payment of compensation to the employee. (Education Code 44987, 45210)

Religious Leave

CSBA NOTE: The following optional section is for use by any district that chooses to grant religious leave and may be revised to reflect district practice. A district that does not grant such leave should delete this section. However, the district should consult [CSBA District and County Office of Education Legal Services or the district's](#) legal counsel before denying a request for religious leave since the Constitution requires districts to provide "reasonable accommodation" to employee religious practices.

The Superintendent or designee may grant an employee up to three days of leave per year for religious purposes, provided that the leave is requested in advance and that it does not cause additional district expenditures, the neglect of assigned duties, or any other unreasonable hardship on the district.

CSBA NOTE: The following optional paragraph reflects the California Supreme Court's interpretation of Article 1, Section 8 of the California Constitution as stated in *Rankin v. Commission on Professional Competence*.

The Superintendent or designee shall deduct the cost of hiring a substitute, when required, from the wages of the employee who takes religious leave.

No employee shall be discriminated against for using this leave or any additional days of unpaid leave granted for religious observances at the discretion of the Superintendent or designee.

Spouse on Leave from Military Deployment

CSBA NOTE: Military and Veterans Code 395.10 requires any district with 25 or more employees to allow up to 10 days of unpaid leave to an employee whose spouse is on leave from military deployment. A district with fewer than 25 employees may use the following section at its discretion. In addition, 29 USC 2612 authorizes an employee to take up to 26 work weeks of unpaid military caregiver leave or up to 12 weeks of "exigency" leave during a single 12-month period, as determined by the district; see AR 4161.8/4261.8/4361.8 - Family Care and Medical Leave.

An employee who works an average of 20 hours or more per week and whose spouse is a member of the United States Armed Forces, National Guard, or reserves may take up to 10 days of unpaid leave during a period that the employee's spouse is on leave from deployment during a military conflict, as defined in

Military and Veterans Code 395.10. (Military and Veterans Code 395.10)

Within two business days of receiving official notice that the employee's spouse will be on leave from deployment, the employee shall provide the Superintendent or designee with notice of the intention to take the leave. The employee shall submit written documentation certifying that the employee's spouse will be on leave from deployment during the time that the leave is requested. (Military and Veterans Code 395.10)

Leave for Emergency Duty

CSBA NOTE: Labor Code 230.3 prohibits a district from discharging or discriminating against an employee who takes time off to perform emergency duty as specified below. Labor Code 230.3 defines emergency rescue personnel as a member of a federal, state, local, or private fire department or agency, as well as a sheriff or police department.

An employee may take time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. (Labor Code 230.3)

CSBA NOTE: Pursuant to Labor Code 230.4, a district with 50 or more employees must grant an employee who is a volunteer firefighter, reserve peace officer, or emergency rescue personnel a leave of absence for up to 14 days per calendar year for training purposes. A district with fewer than 50 employees may use or delete this paragraph at its discretion.

Any employee who performs duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel shall be permitted to take temporary leaves of absence, not to exceed an aggregate total of 14 days per calendar year, for the purpose of engaging in fire, law enforcement, or emergency rescue training. (Labor Code 230.4)

Civil Air Patrol Leave

CSBA NOTE: Labor Code 1500-1507 require a district with more than 15 employees to provide at least 10 days of unpaid leave per year, beyond any leave otherwise available to employees, to employees who volunteer with the Civil Air Patrol and are directed to respond to an emergency operational mission, as provided below. Labor Code 1503 specifies that a district may not require an employee to first exhaust all accrued vacation, personal, sick, or any other available leave in order to use Civil Air Patrol leave.

If the district chooses to offer more than 10 days of such leave per year or to provide paid leave, it should modify the following paragraph accordingly. A district with 15 or fewer employees may use or delete this section at its discretion.

An employee may take up to 10 days of unpaid leave per calendar year, beyond any leave otherwise available to the employee, to respond to an emergency operational mission of the California Civil Air Patrol, provided that the employee has been employed by the district for at least a 90-day period immediately preceding the leave. Such leaves shall not exceed three days for a single mission, unless an extension is granted by the governmental entity authorizing the mission and is approved by the Superintendent or designee. (Labor Code 1501, 1503)

The employee shall give the district as much advance notice as possible of the intended dates of the leave. The Superintendent or designee may require certification from the proper Civil Air Patrol authority to verify the eligibility of the employee for the leave and may deny the leave if the employee fails to

provide the required certification. (Labor Code 1503)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
CA Constitution Article 1, Section 8	Religious discrimination
Ed. Code 44036-44037	Leaves of absence for judicial and official appearances
Ed. Code 44963	Power to grant leaves of absence (☹ certified)-
Ed. Code 44981	Leave of absence for personal necessity
Ed. Code 44985	Leave of absence due to death in immediate family (☹ certified)-
Ed. Code 44987	Service as officer of employee organization (☹ certified)-
Ed. code Code 44987.3	Leave of absence to serve on certain boards, commissions, etc.
Ed. Code 45190	Leaves of absence and vacations (☹ classified)-
Ed. Code 45194	Bereavement leave of absence (☹ classified)-
Ed. Code 45198	Effect of provisions authorizing leaves of absence
Ed. Code 45207	Personal necessity (☹ classified)-
Ed. Code 45210	Service as officer of employee organization (☹ classified)-
Ed. Code 45240-45320	Merit system
Evid. Code 1035.2	Sex assault counselor; definition
Evid. Code 1037.1	Domestic violence counselor; definition
Fam. Code 297-297.5	Rights, protections, benefits under the law; registered domestic partners
Gov. Code 12945.1-12945.2	California Family Rights Act
Gov. Code 3543.1	Rights of employee organizations
Lab. Code 1500-1507	Civil Air Patrol leave
Lab. Code 230-230.2	Leaves for victims of domestic violence, sexual assault or specified felonies
Lab. Code 230.3	Leave for emergency personnel
Lab. Code 230.4	Leave for volunteer firefighters
Lab. Code 230.8	Time off to visit child's school

Lab. Code 233	Illness of child, parent, spouse or domestic partner
Lab. Code 234	Absence control policy
Lab. Code 246.5	Paid sick days,; purposes for use
M&V Code 395.10	Leave when spouse on leave from military deployment
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 667.5	Prior prison terms,; enhancement of prison terms
Federal	Description
29 USC 2601-2654	Family Care and Medical Leave Act
42 USC 2000d-2000d-7	Title VI, Civil Rights Act of 1964
Management Resources	Description
Court Decision	Rankin v. Commission on Professional Competence, -(1988) 24 Cal.3d 167
Public Employment Relations Board Decision	Berkeley Council of Classified Employees v. Berkeley Unified School District, (2008) PERB Decision No. 1954
Website	California Department of Industrial Relations
Website	California Federation of Teachers
Website	California Public Employment Relations Board
Website	California School Employees Association
Website	California Teachers Association

Cross References

Code	Description
2121	Superintendent's Contract
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4140	Bargaining Units
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4143	Negotiations/Consultation
4158	Employee Security
4158	Employee Security
4161	Leaves

4161	Leaves
4161.1	Personal Illness/Injury Leave
4161.8	Family Care And Medical Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4240	Bargaining Units
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
4243	Negotiations/Consultation
4258	Employee Security
4258	Employee Security
4261	Leaves
4261	Leaves
4261.1	Personal Illness/Injury Leave
4261.8	Family Care And Medical Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4340	Bargaining Units
4358	Employee Security
4358	Employee Security
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave
4361.8	Family Care And Medical Leave
5148	Child Care And Development
5148	Child Care And Development

Regulation 4361.5: Military Leave

Status: ADOPTED

Original Adopted Date: 03/01/2004 | Last Revised Date: ~~07/09/01/2006~~2022 | Last Review Date: ~~07/09/01/2006~~2022

CSBA NOTE: Employment and re-employment rights of employees who take military leave of absence are protected by the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. The district may not refuse to grant military leave, regardless of the length of employment or whether the employee volunteers for military service or is called up involuntarily.

~~The~~ USERRA applies to all employees, except for ~~persons~~ individuals employed for a brief, nonrecurrent period for which there was no reasonable expectation that such employment would continue indefinitely or for a significant period. ~~It appears that the statute includes temporary certificated and short-term classified employees, unless the employee meets the above-stated exception. When determining whether a temporary or short-term employee is covered, districts are advised to consult legal counsel.~~

20 CFR 1002.149-1002.150 and 1002.210-1002.213 and guidelines issued by the Veterans' Veterans' Employment and Training Service (VETS) of the U.S. Department of Labor, "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act," clarify that federal law generally protects seniority-based benefits (i.e., a right or benefit that is determined by or that accrues with length of service) that would have accrued "with reasonable certainty" had the employee remained continuously employed. Non-seniority-based benefits are generally protected to the same extent that those benefits are preserved during comparable kinds of leave under local policies or state law. The district should consult legal counsel regarding any questions about entitlements to benefits.

Note that in cases where state law provides greater protections to employees, state law supersedes federal law. In addition, the district should consult its collective bargaining agreements to determine if the bargaining agreements provide greater military leave benefits than provided by law and should modify or delete the following optional regulation accordingly.

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

~~An~~ Any district employee who needs to be absent from the district service to fulfill ~~his/her~~ military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

Salary/Compensation

CSBA NOTE: Pursuant to Military and Veterans Code 395.01-395.05, employees on military leave are entitled to receive their salary or compensation for a maximum of 30 calendar days for any one leave or during one fiscal year. However, Military and Veterans Code 395.03 allows the Governing Board to extend compensation beyond the maximum of 30 calendar days for leaves taken pursuant to ~~items~~ Items #1, 2, and 4 below through a Board resolution or a Memorandum of Understanding with an employee organization. In addition, Education Code 44018 authorizes, but does not require, the Board to provide

an employee who is on active military duty as a member of the California National Guard or a U.S. Military Reserve organization, for up to 180 days, the difference between the amount of the military pay and allowances and the employee's salary.

The following paragraph should be revised to reflect decisions of the Board, if any, to extend compensation beyond 30 days' pay.

~~An employee~~The district shall receive his/her ~~pay an employee's~~ salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. Active Military Training or Exercises: The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. ~~He/she~~The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. Active Military Duty: The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that ~~he/she~~the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. War or Other Emergency: The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)

CSBA NOTE: Pursuant to Military and Veterans Code 395 and 395.01, the district has discretion as to whether ~~or not to compensate~~ employees are compensated for military leave for periods of inactive duty training. Optional ~~item~~Item #4 is for use by districts that choose to provide compensation to such employees.

4. Inactive Duty Training: The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that ~~he/she~~the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

CSBA NOTE: When calculating whether the employee has been employed by the district for a minimum of one year for purposes of determining the employee's right to a paid military leave of absence pursuant to ~~items~~Items #1, 2, and 4 above, ~~an~~the Attorney General ~~opinion~~ (opined in 77 Ops.Cal.Atty.Gen. 209 (1994)) ~~states~~, that all prior military service is to be counted as public agency service (i.e., the military service is "tacked on" to the amount of time employed in the district), even when a period of time lapses between the military service and district employment. However, as opined by the Attorney General in 18 Ops.Cal.Atty.Gen. 178 (1951), an employee may not "tack on" prior employment in another district (~~18 Ops.Cal.Atty.Gen. 178 (1951)~~). If a question arises as to whether prior service should be counted, district legal counsel should be consulted.

employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

CSBA NOTE: An Attorney General opinion (19 Ops.Cal.Atty.Gen. 132 (1952)) states that certificated employees ordered to perform military service are not entitled to compensation during non-teaching, non-paying months of the year.

~~Certificated employees shall not be entitled to compensation during non-teaching, non-paying months of the year.~~

During the period of military leave, an employee may, ~~upon his/her own~~ request, to use any vacation or similar paid leave accrued before the commencement of the military leave- in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue ~~his/her~~ health plan coverage during the military leave. The maximum period of coverage for the employee and ~~his/her~~any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

CSBA NOTE: The following optional paragraph is for use by any district whose Board has taken action to extend benefits ~~to~~for up to 180 days to employees who are on active military duty as members of the California National Guard or a U.S. Military Reserve organization, as authorized, but not required, by Education Code 44018.

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of ~~his/her~~the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received ~~if he/she had~~ the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in ~~item #1 Active Military Training or Exercises,~~ Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which ~~he/she~~the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in ~~item #2 War or~~

~~Other Emergency.~~ Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of ~~his/her~~ the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

CSBA NOTE: Pursuant to Government Code 20997, employers that participate in the California Public Employees' Retirement System (CalPERS) are required to inform employees who are CalPERS members, of the rights of returning military veterans to receive employer-paid service credits for the period of active military service.

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

CSBA NOTE: Employees on military leave are deemed to be on furlough or leave of absence, pursuant to 20 CFR 1002.149 and, during the period of military leave, maintain non-seniority rights and benefits generally provided by the employer to other employees with similar seniority, status, and pay who are on furlough or leave of absence. However, pursuant to Education Code 44800 and Military and Veterans Code 395, absence due to military leave may not be counted in satisfaction of an uncompleted probationary period.

Absence for military leave shall not affect the classification of any ~~certificated~~ employee. In the case of a ~~certificated~~ probationary employee, the period of such absence shall not count as part of ~~the~~ service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which ~~he/she~~ the employee would otherwise have been entitled, except under the conditions noted below- in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to ~~his/her~~ the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of an the employee's release, separation, honorable discharge, or placement on inactive duty. Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which ~~he/she~~ the employee could terminate or could cause to ~~be~~ have terminated ~~his/her~~ active service. (Education Code 44800; Military and Veterans Code 395.1)

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service, ~~provided the employee has~~ plus a period of eight hours ~~to~~ of rest following a period for safe transportation to ~~his/her~~ the employee's residence.

2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

~~In cases where~~ Where an employee's reporting or application for reinstatement within the periods specified in ~~Items~~ Items #1 and #2 above is impossible or unreasonable through no fault of the employee, ~~he/she~~ the report or application shall ~~report~~ be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of ~~his/her~~ the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, ~~he/she~~ the district shall ~~be reinstated~~ reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which ~~he/she~~ the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee ~~failing~~ who fails to report or apply for reinstatement within the appropriate period does not automatically forfeit ~~his/her rights,~~ the entitlement to reinstatement but shall be subject to the ~~Board's~~ district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

CSBA NOTE: 38 USC 4334 requires employers to post a notice of rights and benefits as provided below. The U.S. Secretary of Labor has provided a sample notice listing these rights which is available on the Department of Labor's USERRA web site.

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

CSBA NOTE: 38 USC 4334 states that the notice may be placed where the employer~~district~~ customarily places employee notices, as provided below. However, the VETS' "A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA)," clarifies that an employer may provide the notice in an alternative manner as long as the full text of the notice is provided. Examples include handing the notice to employees, mailing it, or distributing it via email. The district may revise the following paragraph to reflect district practice.

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

Policy Reference UPDATE Service

Copyright 2022 by California School Boards Association, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 22850-22856	Pension benefits; STRS members on military leave
Ed. Code 44018	Compensation for employees on active military duty
Ed. Code 44800	Effect of active military service on status of employees
Ed. Code 45059	Employee ordered to active military/naval duty; computation of salary
Gov. Code 18540	Definition of armed forces
Gov. Code 18540.3	Recognized military service
Gov. Code 20990-21013	Pension benefits; PERS members on military leave
M&V Code 146	Events justifying calling of militia into active service
M&V Code 389	Definitions; temporary military leave
M&V Code 394	Nondiscrimination based on military service
M&V Code 395-395.9	Military leave
Federal	Description
20 CFR 1002.1-1002.314	Uniformed Services Employment and Reemployment Rights Act of 1994
38 USC 4301-4334	Uniformed Services Employment and Reemployment Rights Act of 1994
Management Resources	Description
Attorney General Opinion	18 Ops.Cal.Atty.Gen. 178 (1951)

Attorney General Opinion	19 Ops.Cal.Atty.Gen. 132 (1952)
Attorney General Opinion	63 Ops.Cal.Atty.Gen. 924 (1978)
Attorney General Opinion	69 Ops.Cal.Atty.Gen. 290 (1986)
Attorney General Opinion	77 Ops.Cal.Atty.Gen. 56 (1994)
Court Decision	Bowers v. San Buenaventura (1977) 75 Cal. App.3d 65
Court Decision	Wright v. City of Santa Clara (1989) 213 Cal. App.3d 1503
National School Boards Association Publication	The Uniformed Services Employment and Reemployment Rights Act (USERRA), NSBA Federal File: Guidance on Federal School Law, 2003
U.S. Department of Labor Publication	A Non-Technical Resource Guide to the Uniformed Services Employment and Reemployment Rights Act (USERRA), rev. April 2005
Website	National Committee for Employer Support of the Guard and Reserve
Website	U.S. Department of Labor, USERRA
Website	National School Boards Association

Cross References

Code	Description
2121	Superintendent's Contract
4030	Nondiscrimination In Employment
4030	Nondiscrimination In Employment
4032	Reasonable Accommodation
4112.9	Employee Notifications
4112.9-E(1)	Employee Notifications
4112.9-E PDF(1)	Employee Notifications
4116	Probationary/Permanent Status
4116	Probationary/Permanent Status
4161	Leaves
4161	Leaves
4161.1	Personal Illness/Injury Leave
4212.9	Employee Notifications
4212.9-E(1)	Employee Notifications
4212.9-E PDF(1)	Employee Notifications
4217.3	Layoff/Rehire
4261	Leaves
4261	Leaves

4261.1	Personal Illness/Injury Leave
4312.9	Employee Notifications
4312.9-E(1)	Employee Notifications
4312.9-E PDF(1)	Employee Notifications
4361	Leaves
4361	Leaves
4361.1	Personal Illness/Injury Leave

Policy 6146.1: High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 12/01/2017 | Last Revised Date: 09/01/2021-2022 | Last Reviewed Date: 09/01/2021-2022

CSBA NOTE: The following policy is for use by districts that maintain grades 9-12.

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3 and those adopted by the Board, except for students who are exempted as provided in "Exemptions from District-Adopted Graduation Requirements," below. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

Course Requirements

CSBA NOTE: Education Code 51225.3 specifies the courses that a student is required to complete in order to graduate from high school as listed in ~~items~~ items #1-~~6~~7 below.

Pursuant to Education Code 66204, each district that maintains a high school is ~~also~~ required to develop a process for submitting courses to the University of California ~~to ensure~~ (UC) to review and certify that they align with the "~~a-g~~A-G" course requirements for college admission.

To obtain a high school diploma, students shall complete the following courses in grades 9-12, with each course being one year unless otherwise specified:

~~1-~~ 1. Three courses in English (Education Code 51225.3)

~~2-~~ 2. Two courses in mathematics (Education Code 51225.3)

Students shall complete at least one mathematics course that meets the state academic content standards for Algebra I or Mathematics I. Students may complete such coursework prior to grade 9 provided that they also complete two mathematics courses in grades 9-12. (Education Code 51224.5)

~~CSBA NOTE:~~ CSBA NOTE: The following paragraph is for districts that require more than two mathematics courses for high school graduation. Pursuant to Education Code 51225.3 and 51225.35, a district that requires more than two courses in mathematics may award up to one mathematics course credit for an approved computer science course, ~~as defined~~. Any such course must have been approved by the University of California UC as a "category eC" (mathematics) course in the university's "~~a-g~~A-G" course admission criteria; see BP 6143 - Courses of Study.

~~3-~~ 3. Students may be awarded up to one mathematics course credit for successful Successful completion of an approved computer science course that is classified as a "category eC" course based on the "~~a-g~~A-G" University of California (UC) and California State University (CSU) "A-G" admission requirements for college admission, which may shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

- 4- 3. Two courses in science, including biological and physical sciences (Education Code 51225.3)
- 5- 4. Three courses in social studies, including United States (U.S.) history and geography; world history, culture, and geography; a one-semester course in American government and civics; and a one-semester course in economics (Education Code 51225.3)

CSBA NOTE: Education Code 51225.3, as amended by AB 101 (Ch. 661, Statutes of 2021), no longer authorizes the Board to include a course in career technical education (CTE) to serve as an alternative to the visual or performing arts or world language course requirement for high school graduation. If the Board chooses to do so, it must, at ~~However, if~~ a regular Board meeting prior to allowing student completed a CTE course as an alternative, notify parents/guardians, students, teachers, and the public of information specified in prior to July 1, 2022 that met the requirements of Education Code 51225.3. ~~In addition, the information must be included in the district's annual notification to parents/guardians pursuant to Education Code 48980; see the accompanying administrative regulation. Districts that do not allow this alternative, such~~ course will fulfill the visual or performing arts or world language graduation requirement should delete references to CTE in item #5 below.

~~The CTE course may be offered through different means, including a district-operated program, regional occupational center or program, or county office of education program pursuant to a joint powers agreement. See BP/AR 6178 - Career Technical Education and BP 6178.2 - Regional Occupational Center/Program for program details pertaining to CTE.~~

- 6- 5. One course in visual or performing arts; or world language, ~~or career technical education (CTE).~~ For purposes of this requirement, a course in American Sign Language shall be deemed a course in world language. (Education Code 51225.3)

~~To be counted towards meeting graduation requirements,~~

If a CTE student completed a career technical education course shall be aligned prior to July 1, 2022 that met the CTE model curriculum standards and framework adopted by the State Board requirements of Education Code 51225.3, such course will fulfill the visual or performing arts or world language requirement. (Education Code 51225.3)

- 7- 6. Two courses in physical education, unless the student has been otherwise exempted pursuant to other sections of the Education Code (Education Code 51225.3)

CSBA NOTE: Pursuant to Education Code 51225.3, as amended by AB 101, beginning with the 2029-30 school year, a student is required to complete a one-semester course in ethnic studies, as specified, in order to graduate from high school. At its discretion, a district may require a full-year course. Districts that require a full-year course should revise Item #7 accordingly.

7. Beginning with the 2029-30 school year, a one-semester course in ethnic studies (Education Code 51225.3)

CSBA NOTE: Pursuant to Education Code 51225.3, the Governing Board may prescribe additional coursework (e.g., health education or service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See BP 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in

compression-only cardiopulmonary resuscitation (CPR). See AR 6143 - Courses of Study.

Pursuant to Education Code 51230, if the district requires the completion of community service hours for high school graduation, the district may provide a student with credit towards that requirement for completion of a course in community emergency response training. However, if the district chooses to offer credit for the completion of such a course, the Board is still obligated to notify parents/guardians, students, and the public of information specified in Education Code 51225.3.

8. _____

~~CSBA NOTE: Pursuant to Education Code 51225.3, the~~
CSBA NOTE: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study. See BP/AR 6146.11 - Alternative Credits Toward Graduation. Board may prescribe additional coursework (e.g., health education or service learning) or other requirements (e.g., portfolios or senior projects) that district students must complete in order to obtain a diploma. If the Board does so, such courses or projects should be listed below.

~~If the district requires a course in health education for graduation, Education Code 51225.36 requires that the district include instruction in sexual harassment and violence, including, but not limited to, information on the affirmative consent standard pursuant to Education Code 67386. See BP 6142.1—Sexual Health and HIV/AIDS Prevention Instruction. In addition, pursuant to Education Code 51225.6, a district that requires a course in health education for graduation is required to include instruction in compression-only cardiopulmonary resuscitation. See AR 6143 – Courses of Study.~~

~~Pursuant to Education Code 51230, if the district requires the completion of community service hours for high school graduation, the district may provide a student with credit towards that requirement for completion of a course in community emergency response training. However, if the district chooses to offer credit for the completion of such a course, the Board is still obligated to notify parents/guardians, students, teachers, and the public of information specified in Education Code 51225.3.~~

8. _____

~~CSBA NOTE: Education Code 51225.3 requires the Board to adopt alternative means for students to complete the prescribed course of study. See BP/AR 6146.11 – Alternative Credits Toward Graduation.~~

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

Exemptions from District-Adopted Graduation Requirements

CSBA NOTE: Pursuant to Education Code 51225.31, as added by AB 181 (Ch. 52, Statutes of 2022), districts are required to exempt an eligible student with disabilities from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements specified in Education Code 51225.3, and award such student a high school diploma, as reflected below. Awarding a diploma pursuant to this exception does not change the **district's** obligation to provide a free appropriate public education or otherwise constitute a change in placement.

Prior to the beginning of grade 10, the individualized education program (IEP) team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

CSBA NOTE: Education Code 51225.1 requires the district to exempt from any district-adopted graduation requirements that are in addition to the state requirements specified in Education Code 51225.3 a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district high schools any time after completing the second year of high school, or an immigrant student who is in the third or fourth year of high school and is participating in a newcomer program (i.e., a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency). This exemption does not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school. Also see AR 6173 - Education for Homeless Children, AR 6173.1 - Education for Foster Youth, AR 6173.2 - Education of Children of Military Families, AR 6173.3 - Education for Juvenile Court School Students, and AR 6175 - Migrant Education Program.

Pursuant to Education Code 51225.1, within 30 calendar days of the transfer ~~of~~ into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, ~~or~~ migrant student, or ~~within 30 days~~ newly arrived immigrant student, or of a student beginning the commencement of participation in a newcomer program, as applicable, the district is required to ~~provide notice to the~~ notify any eligible student and/or the student's parent/guardian, the person holding the right to make education decisions for the student, the district's liaison for homeless children, and the student's social worker or probation officer, as applicable, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. If the district fails to provide that notification, the student will be eligible for the exemption once notified, even if the notification is received after the termination of the court's jurisdiction over the foster youth or former juvenile court school student, after the homeless student ceases to be homeless, or after the student no longer meets the definition of a child of a military family, a migrant student, or a student participating in a newcomer program, as applicable.

Education Code 51225.1 also provides that, if an exempted student completes the statewide coursework requirements before the end of the fourth year of high school, the district or a district school must not require or request that the student graduate before the end of the fourth year of high school.

Any complaint alleging the district's failure to comply with the requirements of Education Code 51225.1 may be filed using the district's uniform complaint procedures pursuant to 5 CCR 4600-4670. See BP/AR 1312.3 - Uniform Complaint Procedures.

~~District students are required to complete graduation course requirements specified above, including the requirements imposed by Education Code 51225.3 and those adopted by the Board. However~~

In addition, a foster youth, homeless student, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements.

This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

~~CSBA NOTE: Pursuant to Education Code 51225, as added by AB 104 (Ch. 41, Statutes of 2021), the district is required to exempt a student from district graduation requirements if the student was in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in four years.~~

~~If during the 2020-21 school year a student was in the third or fourth year of high school and is not on track to graduate in four years, the district shall exempt the student from any local graduation requirements adopted by the Board that are in addition to statewide course requirements specified in Education Code 51225.3. (Education Code 51225)~~

~~Additional Opportunities to Complete Required Coursework~~

~~CSBA NOTE: Pursuant to Education Code 51225, as added by AB 104, the district is required to provide a student who was enrolled in the student's third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021-22 school years the opportunity to complete the statewide coursework required for graduation pursuant to Education Code 51225.3, as described below.~~

~~The Superintendent or designee shall provide a student who was enrolled in the third or fourth year of high school during the 2020-21 school year and is not on track to graduate in the 2020-21 or 2021-22 school years the opportunity to complete the statewide coursework required for graduation, which may include, but is not limited to, completion of the coursework through a fifth year of instruction, credit recovery, or other opportunity to complete the required coursework. (Education Code 51225)~~

~~Retroactive Diplomas~~

~~Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)~~

~~CSBA NOTE: Items #1-4 below are optional and may be revised to reflect district practice.~~

~~In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)~~

- ~~1. 1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure~~

~~Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined~~

by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the ~~United States~~ U.S., or through online or virtual courses.

- 2- 2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

- 3- Are veterans who entered the military service of the ~~United States~~ U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school

~~CSBA NOTE: Education Code 51430, as amended by AB 1350 (Ch. 66, Statutes of 2020), authorizes districts to award a retroactive diploma under the circumstances described in item #4 below.~~

- 3- 4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

Honorary Diplomas

CSBA NOTE: The following optional section reflects the Board's authority to confer honorary high school diplomas pursuant to Education Code 51225.5 and may be revised to reflect district practice.

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

- 1- 1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
- 2- 2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

Policy Reference UPDATE Service

Copyright 2022 by California School Boards Association, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

5 CCR 1600-1651	Graduation of students from grade 12 and credit toward graduation
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 220	Prohibition of Discrimination
Ed. Code 47612	Enrollment Average daily attendance in charter school
Ed. Code 48200	Compulsory attendance
Ed. Code 48204.4	Parents/guardians departing California against their will
Ed. Code 48412	Certificate of proficiency
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48645.5	Former juvenile court school students, ; enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49701	Provisions of the interstate compact Interstate Compact on educational opportunities Educational Opportunities for military children Military Children
Ed. Code 51224	Skills and knowledge required for adult life
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51225	2020-21 exemption from graduation requirements
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation requirements
Ed. Code 51225.31	Exemption for students with disabilities
Ed. Code 51225.35	Mathematics course requirements; computer science
Ed. Code 51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.5	Honorary diplomas; foreign exchange and terminally ill students
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation; districts that require health education for graduation
Ed. Code 51226.7	Model Curriculum in Ethnic Studies
Ed. Code 51228	Graduation requirements Course of Study: offerings and timely opportunity
Ed. Code 51230	Credit for community emergency response training
Ed. Code 51240-51246	Exemptions from requirements
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51410-51413	Diplomas
Ed. Code 51420-51427	High school equivalency certificates
Ed. Code 51430	Retroactive high school diplomas

Ed. Code 51440	Retroactive high school diplomas Credit and granting of diploma to veterans and members of the military service
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51745- 51749.6	Independent study
Ed. Code 56390-56392	Recognition for educational achievement, <u>special education</u>
Ed. Code 60640	California Assessment of Student Performance and Progress
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Ed. Code 67386	Student safety; affirmative consent standard
Management Resources Court Decision	Description O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452
Website	California Department of Education, High School
Website	University of California, List of Approved ag <u>A-G</u> Courses
Website	CSBA

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
4112.2	Certification
4112.2	Certification
5113.2	Work Permits
5113.2	Work Permits
5126	Awards For Achievement
5126	Awards For Achievement
5127	Graduation Ceremonies And Activities
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5145.6-E PDF(1)	Parental Notifications
5147	Dropout Prevention
6000	Concepts And Roles

6011	Academic Standards
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.1	Sexual Health And HIV/AIDS Prevention Instruction
6142.2	World Language Instruction
6142.2	World Language Instruction
6142.3	Civic Education
6142.4	Service Learning/Community Service Classes
6142.6	Visual And Performing Arts Education
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6142.91	Reading/Language Arts Instruction
6142.92	Mathematics Instruction
6142.93	Science Instruction
6142.94	History-Social Science Instruction
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition
6145.2	Athletic Competition
6145.6	International Exchange
6145.6	International Exchange
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6146.3	Reciprocity Of Academic Credit
6146.3	Reciprocity Of Academic Credit

6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6151	Class Size
6152.1	Placement In Mathematics Courses
6152.1	Placement In Mathematics Courses
6155	Challenging Courses By Examination
6155	Challenging Courses By Examination
6158	Independent Study
6158	Independent Study
6159	Individualized Education Program
6159	Individualized Education Program
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6159.2	Nonpublic, Nonsectarian School And Agency Services For Special Education
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E(1)	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6162.5	Student Assessment
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
6173.3	Education For Juvenile Court School Students
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs
6178	Career Technical Education

6178	Career Technical Education
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6179	Supplemental Instruction
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6200	Adult Education
6200	Adult Education
9000	Role Of The Board

Regulation 6146.1: High School Graduation Requirements

Status: ADOPTED

Original Adopted Date: 11/01/2004 | Last Revised Date: 09/01/2021 2022 | Last Reviewed Date:
09/01/2021 2022

~~CSBA NOTE: The following administrative regulation is optional and should be modified to reflect district practice.~~

Notifications

~~CSBA NOTE: Districts are encouraged to provide notice to students, parents/guardians, and the public regarding the exemptions from graduation requirements and credit recovery opportunities pursuant to Education Code 51225, as added by AB 104 (Ch. 41, Statutes of 2021); see the accompanying Board policy.~~

~~Requirements for graduation, specified alternative means for completing the prescribed course of study, and information about the availability of exemptions from local graduation requirements and/or credit recovery options available pursuant to Education Code 51225 shall be made available to students, parents/guardians, and the public.~~

~~Within 30 days of the transfer into a school by a foster youth, homeless student, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, the Superintendent or designee shall notify any eligible student of the availability of the exemption from local graduation requirements under Education Code 51225.1 and whether the student qualifies for it. (Education Code 51225.1)~~

~~CSBA NOTE: The following optional paragraph is for use by any district that has elected to allow students to complete a career technical education course as an alternative to the visual or performing arts or foreign language course requirement for high school graduation pursuant to Education Code 51225.3; see accompanying Board policy.~~

~~In the annual notification sent to parents/guardians pursuant to Education Code 48980, the Superintendent or designee shall include the following: (Education Code 48980)~~

- ~~1. Information about district high school graduation requirements and how each requirement satisfies or does not satisfy the subject matter requirements for admission to the California State University and the University of California~~
- ~~2. A complete list of career technical education courses offered by the district that satisfy the subject matter requirements for admission to the California State University and the University of California, and which of the specific college admission requirements these courses satisfy~~

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

~~Policy Reference Disclaimer:~~

~~These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.~~

State

5-CCR 1600-1651

Description

Graduation of students from grade 12 and credit toward graduation

5-CCR-4600-4670	Uniform complaint procedures
Ed. Code 47612	Enrollment in charter school
Ed. Code 48200	Compulsory attendance
Ed. Code 48204.4	Parents/guardians departing California against their will
Ed. Code 48412	Certificate of proficiency
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48645.5	Former juvenile court school students, enrollment
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49701	Provisions of the interstate compact on educational opportunities for military children
Ed. Code 51224	Skills and knowledge required for adult life
Ed. Code 51224.5	Algebra in course of study for grades 7-12
Ed. Code 51225	2020-21 exemption from graduation requirements
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation
Ed. Code 51225.35	Mathematics course requirements; computer science
Ed. Code 51225.36	Instruction in sexual harassment and violence; districts that require health education for graduation
Ed. Code 51225.5	Honorary diplomas; foreign exchange students
Ed. Code 51225.6	Instruction in cardiopulmonary resuscitation
Ed. Code 51228	Graduation requirements
Ed. Code 51230	Credit for community emergency response training
Ed. Code 51240-51246	Exemptions from requirements
Ed. Code 51250-51251	Assistance to military dependents
Ed. Code 51410-51413	Diplomas
Ed. Code 51420-51427	High school equivalency certificates
Ed. Code 51430	Retroactive high school diplomas
Ed. Code 51440	Retroactive high school diplomas
Ed. Code 51450-51455	Golden State Seal Merit Diploma
Ed. Code 51745	Independent study
Ed. Code 56390-56392	Recognition for educational achievement, special education
Ed. Code 66204	Certification of high school courses as meeting university admission criteria
Ed. Code 67386	Student safety; affirmative consent standard
Management Resources	Description

Court Decision	<u>O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452</u>
Website	<u>California Department of Education, High School</u>
Website	<u>University of California, List of Approved a-g Courses</u>
Website	<u>CSBA</u>

Cross-References

Code	Description
0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
0470	<u>COVID-19 Mitigation Plan</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E PDF(1)	<u>Uniform Complaint Procedures</u>
1312.3-E PDF(2)	<u>Uniform Complaint Procedures</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>
5113.2	<u>Work Permits</u>
5113.2	<u>Work Permits</u>
5126	<u>Awards For Achievement</u>
5126	<u>Awards For Achievement</u>
5127	<u>Graduation Ceremonies And Activities</u>
5145.6	<u>Parental Notifications</u>
5145.6-E(1)	<u>Parental Notifications</u>
5145.6-E PDF(1)	<u>Parental Notifications</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.3	<u>Civic Education</u>
6142.4	<u>Service Learning/Community Service Classes</u>

6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.93	<u>Science Instruction</u>
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6145.6	<u>International Exchange</u>
6145.6	<u>International Exchange</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2-E(1)	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2-E PDF(1)	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.4	<u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6151	<u>Class Size</u>
6152.1	<u>Placement In Mathematics Courses</u>
6152.1	<u>Placement In Mathematics Courses</u>
6155	<u>Challenging Courses By Examination</u>
6155	<u>Challenging Courses By Examination</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6159	<u>Individualized Education Program</u>

6159	<u>Individualized Education Program</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E PDF(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6162.5	<u>Student Assessment</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E PDF(1)	<u>Education For Homeless Children</u>
6173-E PDF(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.3	<u>Education For Juvenile Court School Students</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>
6178.2	<u>Regional Occupational Center/Program</u>
6179	<u>Supplemental Instruction</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6200	<u>Adult Education</u>

6200

Adult Education

9000

Role Of The Board

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 03/01/2005 | Last Revised Date: ~~12/09/01/2021~~2022 | Last Reviewed Date:
~~12/09/01/2021~~2022

CSBA NOTE: Education Code ~~51745~~51744-51749.6 authorize districts to establish independent study programs to meet the educational needs of students. Pursuant to ~~Education Code 51745, as amended by AB 130 (Ch. 44, Statutes of 2021), for the 2021-22 school year, all districts are required to offer independent study to meet the educational needs of students.~~

~~AB 167 (Ch. 252, Statutes of 2021) amended various Education Code provisions related to independent study, as reflected throughout this policy and the accompanying administrative regulation. Education Code 51747, as amended by AB 167, authorizes a district to receive apportionment credit for independent study for any student who is unable to attend in-person instruction due to a quarantine, under a local or state public health guidance, for exposure to or infection with COVID-19 or due to a school closure for COVID-19, pursuant to Education Code 41422.~~

~~Education Code 51747, as amended by AB 130, mandates that the Governing Board adopt a policy with specified requirements as a condition of receiving state apportionments for independent study students. In addition to meeting the requirements specified by Education Code 51747, board policies must comply with rules and regulations adopted by the Superintendent of Public Instruction (SPI). Boards are encouraged to review independent study policies as the SPI adopts revised rules to reflect the new requirements of AB 130.~~

~~Education Code 51749.5 mandates that the Board adopt policy with specified components as a condition of offering a program of course-based independent study. The mandated components are reflected throughout this policy and the accompanying administrative regulation.~~

~~Commencing with the 2021-22 fiscal year Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, the State Controller is required to incorporate verification of the adoption of the policies and other requirements, including loss of apportionment for independent study pursuant to Education Code 51747 and 51749.5 for districts found to be noncompliant.~~

~~When developing policy on independent study, 5 CCR 11701 requires the Board to consider, in a public hearing, (1) the scope of its existing or prospective use of independent study as an instructional strategy; (2) its purposes in authorizing independent study, and (3) factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult students.~~

Education Code 51747 and 51749.5 mandate the Governing Board to adopt a policy with specified components as a condition of receiving state apportionments for traditional and course-based independent study, and to implement the policy in accordance with the rules and regulations adopted by the Superintendent of Public Instruction. The mandated components for traditional independent study and course-based independent study are reflected throughout this policy and the accompanying administrative regulation.

Education Code 51744, as added by AB 181 (Ch. 52, Statutes of 2022), encourages districts, when adopting policy, to consider offering more than one independent study model for short- and long-term placements in accordance with Education Code 51747, 51747.5 and 51749.6.

In the event of a school closure necessitated by an emergency condition pursuant to Education Code 46392, districts must develop a plan for offering independent study to affected students pursuant to Education Code 46393, ~~as added by AB 130 and amended by AB 167.~~ See BP 3516.5 - Emergency Schedules.

Independent study may be offered as a program within a school, as a charter school, or as an alternative school of choice pursuant to Education Code 58500-58512; see AR 0420.4 - Charter School Authorization, BP 6146.11 - Alternative Credits Toward Graduation and BP/AR 6181 - Alternative Schools/Programs of Choice.

The Governing Board authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

CSBA NOTE: 5 CCR 11701 requires the Board to hold a public hearing when setting policy regarding the maximum length of time that may elapse between the time an independent study assignment is made and the date by which the student must complete it, and the level of satisfactory educational progress and the number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the student's best interests to remain in independent study. See "General Independent Study Requirements" below for more information regarding these requirements.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students or adult education students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

~~CSBA NOTE: Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year as to students who are unable to participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19, including the requirement that participation in independent study be voluntary.~~

~~The California Department of Education (CDE), in its 2021-22 AA & IT Independent Study FAQs, interpreted Education Code 51747 as permitting a district to require a student to participate in independent study under circumstances specified in the following paragraph.~~

~~Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student~~Student participation in independent study shall be voluntary. and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

CSBA NOTE: Pursuant to Education Code 46300, ~~as amended by AB 130~~, the attendance of students participating in independent study for only three or more consecutive school days will be included in computing average daily attendance (~~ADA~~) for apportionment purposes.

~~However, for the 2021-22 school year, districts are permitted pursuant to Education Code 51747, as amended by AB 167, to claim apportionment for fewer than three consecutive school days for students who cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19.~~

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, the~~ The minimum period of time for any independent study option shall be three consecutive school days. (Education Code ~~51747~~46300)

General Independent Study Requirements

CSBA NOTE: ~~Education Code 51745, as amended by AB 130, requires districts to offer independent study for the 2021-22 school year only, and thereafter to offer independent study at their discretion. Districts may meet the requirement for the 2021-22 school year by contracting with a county office of education or by entering into an interdistrict transfer agreement with another district pursuant to Education Code 46600. In addition, the requirement to offer independent study for the 2021-22 school year may be waived for districts by the county superintendent of schools in the county in which the district is located if the district demonstrates that (1) offering independent study would create an unreasonable fiscal burden on the district or county office of education due to low numbers of students participating or other extenuating circumstances; and (2) the Board does not have the option to enter into an interdistrict transfer agreement with another district or to contract with a county office of education to provide an independent study option.~~

~~For single-district counties, the waiver must be granted by the SPI.~~

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)~~

~~For the 2022-23 school year and thereafter, the~~ The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study participation and is likely to succeed ~~in independent study~~ as well as or better than the student would in the regular classroom setting.

CSBA NOTE: Pursuant to Education Code 46100, the Board is required to fix the length of the school day for each grade level, in accordance with law. ~~CDE~~The California Department of Education, in its "Frequently Asked Questions," clarifies that independent study is not an alternative curriculum and that students in independent study are required to meet the same number of instructional minutes as their peers who are physically at the school site for their instruction.

The minimum instructional minutes ~~for~~ shall be the same for all students at each school including students participating in independent study ~~shall be the same as required for their peers at the school who are receiving in-person instruction~~, except as otherwise permitted by law. (Education Code 46100)

CSBA NOTE: Education Code 51747 mandates ~~that~~ the Board, ~~in a public hearing,~~ to adopt a policy on the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment. 5 CCR 11700 defines "type of program" as the statutory program category for purposes of attendance accounting, such as adult education or continuation high school. In addition, 5 CCR 11701 mandates that Board policy reflect an awareness that excessive leniency in the duration of independent study assignments can result in a student falling so far behind peers as to increase, rather than decrease, the risk of dropping out of school.

The following paragraph sets one week for all grade levels and types of programs as the maximum length of time an independent study assignment should be completed, and should be revised to reflect the length of time determined by the Board. In order to ensure that apportionment credits are received, the length of time determined by the Board in its policy should be reflected in the student's written agreement. See the section "Master Agreement" below.

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of ~~program~~ programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the specified in the student's written agreement.

CSBA NOTE: Education Code 51747 mandates ~~that~~ the Board, ~~in a public hearing,~~ to adopt a policy which specifies the level of satisfactory educational progress and the number of missed assignments allowed before an evaluation ~~would be required~~ is conducted to determine whether it is in a student's best interest to remain in independent study. The following paragraph specifies a maximum of three assignments and should be revised to reflect the Board's determination of the number of missed assignments that will trigger an evaluation.

The number of missed assignments that will trigger an evaluation must be included in the student's written agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

- 1- 1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
- 2- 2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments

- 3- 3. Learning of required concepts, as determined by the supervising teacher
- 4- 4. Progress towards successful completion of the course of study or individual course, as determined by the supervising teacher

CSBA NOTE: Education Code 51747, as amended by AB ~~130~~181, mandates the Board to adopt policy that includes the provision of content aligned to grade level standards that is ~~provided at a level of quality and intellectual challenge~~ substantially equivalent to in-person instruction. For high schools, this requirement includes access to all courses offered by the district for graduation and approved by the University of California or the California State University as creditable under the A-G admissions criteria. See BP/AR 6143 - Courses of Study.

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California (UC) or the California State University (CSU) as creditable under the A-G admissions criteria. (Education Code 51747)

CSBA NOTE: Education Code 51747, ~~as amended by AB 130,~~ mandates the Board to adopt policy that includes plans, by grade level, to provide students with specified levels of live interaction and/or synchronous instruction as described in Items #1-3 below and defined in the accompanying administrative regulation. This requirement ~~only applies~~does not apply to students participating in an independent study program for fewer than 15 school days, ~~or more.~~

According, pursuant to CDE's "2021-22 AA & IT Independent Study FAQs," synchronous instruction for traditional Education Code 51747, as amended by AB 181, students enrolled in a comprehensive school for classroom-based instruction who participate in independent study only counts toward meeting due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

Pursuant to Education Code 51747.5, as amended by AB 181, the minimum day requirements if students produce a work product that is evaluated for district may claim apportionment credit for independent study only to the extent of the time value as an outcome from their of student work products as personally judged by a certificated employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instruction instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering.

The Superintendent or designee shall ensure that all students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

- 4- 1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
- 2- 2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

- 3- 3. For students in grades 9-12, opportunities for at least weekly synchronous instruction

CSBA NOTE: Education Code 51747, as amended by AB ~~130 and AB 167~~ 181, mandates the Board to adopt policy that includes procedures for tiered reengagement strategies for students who meet the conditions specified in the following paragraph: Items #1-3 below. This requirement ~~only applies~~ does not apply to students participating in an independent study program for fewer than 15 school days, or ~~more~~ students who participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who: are: (Education Code 51747)

- 1- ~~Are not~~ 1. Not generating attendance for more than ~~three school days or 60 percent of the instructional days in a school week, or 10~~ ten percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
- 2- ~~Are found to be not participatory~~ 2. Not participating in synchronous instructional offerings pursuant to Section Education Code 51747.5 for more than ~~the greater of three schooldays or 60~~ 50 percent of the scheduled ~~days~~ times of synchronous instruction in a school month as applicable by grade span
- 3- ~~Are in~~ 3. In violation of their written agreement

CSBA NOTE: Education Code 51747, as amended by AB 181, requires that the district's tiered reengagement strategies procedures include local programs intended to address chronic absenteeism, as applicable.

Tiered reengagement strategies procedures used in district independent study programs shall include, local programs intended to address chronic absenteeism, as applicable, including but are not necessarily limited to, ~~all of~~ the following: (Education Code 51747)

- 1- 1. Verification of current contact information for each enrolled student
- 2- 2. Notification to parents/guardians of lack of participation within one school day of the recording of a ~~non-attendance~~ nonattendance day or lack of participation
- 3- 3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary

CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference as defined by Education Code 51745.5, at specified times, as reflected below and in the accompanying administrative regulation.

- 4- 4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

CSBA NOTE: Education Code 51747, ~~as amended by AB 130~~, mandates the Board to adopt policy that includes a plan to expeditiously, and not longer than five instructional days, transition students whose families wish to return to in-person instruction from independent study. This requirement ~~only applies~~ does not apply to students participating in an independent study program for fewer than 15 school days. Pursuant to Education Code 51747, as amended by AB 181, the requirement is also not applicable to students who participate in independent study due to necessary medical treatments or more inpatient treatment for mental health care or substance abuse, as described below.

The Superintendent or designee shall, for students who participate in an independent study program for 15 school days or more, develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later, than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the live interaction and/ or synchronous learning requirements, tiered reengagement strategies, and transition plan obligations do not apply to students enrolled in a comprehensive school for classroom-based instruction who, under the care of an appropriate licensed professional(s), participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse, provided the district obtains evidence of the need as specified in Education Code 51747.

When any student enrolled in classroom-based instruction is participating in independent study due to necessary medical treatment or inpatient treatment for mental health or substance abuse under the care of appropriately licensed professionals, the student shall be exempt from the live interaction and/ or synchronous instruction, tiered reengagement strategies, and transition back to in-person instruction requirements specified above. In such cases, evidence from appropriately licensed professionals, of the student's need to participate in independent study, shall be submitted to the Superintendent or designee. (Education Code 51747)

CSBA NOTE: Education Code 51747, ~~as amended by AB 130~~, mandates the Board to adopt policy providing that a current written agreement (i.e., the "master agreement") will be maintained for each student who participates in independent study and for whom apportionment is claimed. Education Code 51747 provides that no independent study agreement can be valid for longer than one school year. ~~For the 2021-22 school year only,~~ Pursuant to Education Code 51747, as amended by AB 167, requires 181, the district is required to obtain a signed written agreement for an independent study program of ~~any~~ length of time no later than ~~30~~ 15 school days after or more before the first day beginning of instruction in independent study, and for an independent study program ~~or October 15, whichever date comes later.~~ of less than 15 school days, within ten school days of the beginning of the first day of the student's enrollment.

In addition, Education Code 51749.5 mandates the Board to adopt policy providing that a "learning agreement" be maintained for each student participating in course-based independent study.

See the section "Master Agreement" below for required content of these agreements.

The Superintendent or designee shall ensure that a written ~~master~~ agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

~~CSBA NOTE: For the 2021-22 school year only, the district must provide notice with specified components of the independent study option available through Education Code 51747. Education Code 51747, as amended by AB 130, requires that the written information, in addition to being written in~~

English, be written in the primary language if 15 percent or more of the students enrolled in a district that provides instruction in transitional kindergarten, kindergarten, or any of grades 1 to 12, inclusive, speak a single primary language other than English, as determined from the census data submitted to CDE. CSBA NOTE: Education Code 51747 requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and reflected in the accompanying administrative regulation.

The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study.

~~CSBA NOTE: Education Code 51747, as amended by AB 130, requires districts to hold a student-parent-educator conference upon the request of a parent/guardian prior to enrollment or disenrollment in independent study. The term student-parent-educator conference is defined in Education 51745.5, and as reflected in the accompanying regulation.~~

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, their by the parent/guardian an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

~~CSBA NOTE: Education Code 51747 mandates that, in order to receive apportionments for independent study, the district must adopt and implement policy providing for a signed written independent study agreement which contains the components listed in the following section. Because apportionments are only provided for independent study of three or more consecutive school days pursuant to Education Code 46300, as amended by AB 130, written agreements are required only in such instances.~~

~~Education Code 46300.7 states that apportionments shall be received for a student in independent study only if the district receives written permission from the parent/guardian before the independent study begins, specifying the actual dates of participation, methods of study and evaluation, and resources to be made available for the student's independent study. Since all these components are included in the written agreement which the parent/guardian must sign before the commencement of independent study pursuant to Education Code 51747, the parent/guardian's signature on the agreement satisfies the requirement to obtain the parent/guardian's written permission.~~

~~For the 2021-22 school year however, the district must obtain a signed written agreement for independent study, of any length of time, no later than 30 days after the first day of instruction in independent study or October 15, whichever date comes later, pursuant to Education Code 51747, as amended by AB 167. This requirement is also applicable to independent study for a student who is unable to attend classroom-based instruction due to quarantine or school closure for COVID-19. However, pursuant to Education Code 51747, as amended by AB 181, for independent study programs of less than 15 school days the written agreement may be signed within ten school days of the~~

student's enrollment in independent study. As Education Code 46300.7 and 51747 are inconsistent as to when written agreements need to be signed for programs of less than 15 school days, districts are encouraged to consult CSBA District and County Office of Education Legal Services, or the district's legal counsel.

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; ~~5 CCR 11703~~)

However,)

For student participation for the 2021-22~~15~~ school year only, the district shall obtain days or more, a signed written agreement from each shall be obtained before the student participating in an begins independent study program for any length. For student participation of time, no later less than 30 days after 15 school days, a signed written agreement shall be obtained within ten school days of the first day of instruction in the independent study program: the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but ~~are~~is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

- ~~1-~~ 1. The ~~manner, time, frequency, time, and place and manner~~ manner for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
- ~~2-~~ 2. The objectives and methods of study for the student's work and the methods used to evaluate that work
- ~~3-~~ 3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work

CSBA NOTE: As described in the section "General Independent Study Requirements" above, pursuant to Education Code 51747, the written agreement must contain statements reflecting Board policy pertaining to (1) the maximum length of time, by grade level and type of program, which may elapse between the time an independent study assignment is made and the date by which the student must complete the assignment and (2) the number of missed assignments allowed before an evaluation would be required to determine whether it is in a student's best interest to remain in independent study. Education Code 51747, ~~as amended by AB 130~~, also requires that the written agreement contain a statement of the Board's policy regarding the level of satisfactory educational progress for students participating in independent study.

- ~~4-~~ 4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study

- 5- 5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
- 6- 6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
- 7- A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.

~~CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 167, a master agreement is not required to include the following statement for any student who, during the 2021-22 school year, cannot participate in classroom-based instruction due to a quarantine order or school closure due to COVID-19:~~

- 7- 8. A statement that independent study is an optional educational alternative in which no student may be required to participate

~~For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.~~

- 8- 9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

CSBA NOTE: Pursuant to Education Code 51747, as amended by AB 181, the date upon which a written agreement needs to be signed will vary depending on the projected length of independent study, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the written agreement.

- 9- 10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days, the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under ~~age~~ 18 years of age, the certificated employee responsible for the general supervision of independent study, and ~~all persons who have direct responsibility for providing assistance to the student.~~

~~However, for the 2021-22 school year~~for students with disabilities, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been certificated employee designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the

student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later. special education programming of the student

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Course-Based Independent Study

~~CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6, as amended by AB 130, establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.~~

~~The following paragraph may be revised to reflect the grade levels offered by the district.~~

CSBA NOTE: This section is for districts that provide independent study courses to its students. Education Code 51749.5-51749.6 establish a course-based independent study option that may be offered if certain requirements are met, as described below. Education Code 51749.5 mandates that boards adopt policies that comply with the legal requirements listed in the following section and any applicable regulations adopted by the State Board of Education.

The following paragraph may be revised to reflect the grade levels offered by the district.

The district's course-based independent study program for students in grades K-12 shall be subject to the following requirements: (Education Code 51749.5)

- ~~1-~~ 1. A signed learning agreement shall be completed and on file for each participating student, pursuant to Education Code 51749.6
- ~~2-~~ 2. Courses shall be taught under the general supervision of certificated employees who hold the appropriate subject matter credential and are employed by the district or by another district, charter school, or county office of education with which the district has a memorandum of understanding to provide the instruction.
- ~~3-~~ 3. Courses shall be annually certified by Board resolution to be of the same rigor and educational quality and to provide intellectual challenge that is substantially equivalent to in-person, classroom-based instruction, and shall be aligned to all relevant local and state content standards. For high schools, this shall include access to all courses offered by the district for graduation and approved by the University of California or the California State University UC or CSU as creditable under the A-G admissions criteria. The certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that student is enrolled, number of equivalent total instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The certification shall also include plans to provide opportunities throughout the school year, for all students in transitional kindergarten, kindergarten, and grades 1-3 to receive daily synchronous instruction, for all students in grades 4-8, to receive both daily live interaction and at least weekly synchronous instruction, and for all students in grades 9-12 to receive at least weekly

synchronous instruction.

- 4- 4. Students enrolled in independent study courses shall meet the applicable age requirements established pursuant to Education Code 46300.1, 46300.4, 47612, and 47612.1, and the applicable residency and enrollment requirements established pursuant to Education Code 46300.2, 47612, 48204, and 51747.3.-
- 5- For each student participating in an independent study course, satisfactory educational progress shall be determined based on the student's achievement and engagement in the independent study program, as indicated by ~~their~~ the student's performance on applicable student-level measures of student achievement and ~~student~~ engagement set forth in Education Code 52060, completion of assignments, assessments, or other indicators that evidence that the student is working on assignments, learning of required concepts, as determined by the supervising teacher, and progress toward successful completion of the course of study or individual course, as determined by the supervising teacher.
- 5- If satisfactory educational progress in ~~an~~ one or more independent study ~~class~~ courses is not being made, the teacher providing instruction shall notify the student and, if the student is under 18 years of age, the student's parent/guardian. The teacher shall conduct an evaluation to determine whether it is in the student's best interest to remain in the course or whether the student should be referred to an alternative program, which may include, but is not limited to, a regular school program. ~~age 18 years, the student's parent/guardian~~. A written record of the evaluation findings shall be treated as a mandatory interim student record maintained for three years from the date of the evaluation. If the student transfers to another California public school, the record shall be forwarded to that school.

Procedures for tiered reengagement strategies shall be used for all students who are not making satisfactory educational progress in one or more courses or who are in violation of the written learning agreement, as described in the section "Learning Agreement for Course-Based Independent Study" below. These procedures shall include, but are not necessarily limited to, the verification of current contact information for each enrolled student, ~~notification to parents/guardians of lack of participation within one school day of the absence or lack of participation,~~ a plan for outreach from the school to determine student needs, including connection with health and social services as necessary, and a clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being.
- 6- 6. Examinations shall be administered by a proctor.-
- 7- 7. Statewide testing results shall be reported and assigned to the school at which the student is enrolled and shall be included in the aggregate results of the district. Test results also shall be disaggregated for purposes of comparisons with the test results of students enrolled in classroom-based courses.
- 8- 8. A student shall not be required to enroll in courses included in the course-based independent study program.-

- 9- 9. The student-teacher ratio in the courses in this program shall meet the requirements of Education Code 51745.6.-
- 10- 10. For each student, the combined equivalent daily instructional minutes for courses in this program and all other courses shall meet applicable minimum instructional day requirements, and the student shall be offered the minimum annual total equivalent instructional minutes pursuant to Education Code 46200-46208.-
- 11- 11. Courses required for high school graduation or for admission to ~~the University of California~~UC or ~~California State University~~CSU shall not be offered exclusively through independent study.-
- 12- 12. A student participating in this program shall not be assessed a fee that is prohibited by Education Code 49011.-
- 13- 13. A student shall not be prohibited from participating in independent study solely on the basis that the student does not have the materials, equipment, or access to Internet connectivity necessary to participate in the course.

CSBA NOTE: Pursuant to Education Code 51749.5, as amended by AB 181, a student with disabilities may participate in a course-based independent study program if the **student's** individualized education program specifically provides for such participation.

- 14- 14. A student with disabilities, as defined in Education Code 56026, ~~shall not~~may participate in course-based independent study, ~~unless if~~ the student's individualized education program specifically provides for that participation.-
- 15- 15. A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 through course-based independent study.-
- 16- 16. The district shall maintain a plan to transition any student whose family wishes to return to in-person instruction from course-based independent study expeditiously, and, in no case, later than five instructional days.-

Learning Agreement for Course-Based Independent Study

CSBA NOTE: Education Code 51749.6, as amended by AB 130, requires that, before enrolling a student in course-based independent study, the district provide the student and, if the student is less than 18 years of age, the student's parent/guardian, with a written learning agreement that includes specified components.

Before enrolling a student in a course within this a course-based independent study program, the Superintendent or designee shall provide the student and, if the student is under age 18 years, the student's parent/guardian with a written learning agreement that includes all of the following: (Education Code 51749.6)

- 1- 1. A summary of the district's policies and procedures related to course-based independent study pursuant to Education Code 51749.5
- 2- 2. The duration of the enrolled course(s) and the number of course credits for each enrolled course, consistent with the Board certifications made pursuant to ~~Item~~Item #3 of the Course-Based Independent Study section above
- 3- 3. The duration of the learning agreement, which shall not exceed a school year or span multiple school years
- 4- 4. The learning objectives and expectations for each course, including, but not limited to, a description of how satisfactory educational progress is measured and when a student evaluation is required to determine whether the student should remain in the course or be referred to an alternative program, which may include, but is not limited to, a regular school program
- 5- 5. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
- 6- 6. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports.
- 7- 7. A statement that enrollment is an optional educational alternative in which no student may be required to participate. In the case of a ~~student who is suspended or expelled, or~~ student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, ~~the agreement also shall include the~~ a statement that instruction may be provided ~~to the student~~ through course-based independent study only if the student is offered the alternative of classroom instruction.
- 8- 8. The manner, time, frequency, and place for submitting a student's assignments, for reporting the student's academic progress, and for communicating with a student's parent/guardian regarding a student's academic progress.
- 9- 9. The objectives and methods of study for the student's work, and the methods used to evaluate that work.
- 10- 10. A statement of the adopted policies regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether the student should be allowed to continue in course-based independent study.

11. 11. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the learning agreement, to be earned by the student upon completion.

~~For 2022-23 school year and thereafter, before~~ CSBA NOTE: Pursuant to Education Code 51749.6, as amended by AB 181, the date upon which a learning agreement needs to be signed will vary depending on the projected length of an independent study course, as specified below. In addition, for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student is required to sign the learning agreement.

12. 12. ~~Before~~ the commencement of an independent study course projected to last for 15 school days or more, or within ten school days of the first day of enrollment for an independent study course projected to last less than 15 school days, the learning agreement shall be signed and dated by the student, and by the student's parent/guardian or caregiver if the student is less than 18 years of age, the certificated employee ~~who has been designated as having responsibility~~ responsible for the general supervision of the independent study course, and ~~all persons who have direct responsibility~~ as applicable for ~~providing assistance to~~ students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student. For purposes of this paragraph "caregiver" means a person who has met the requirements of Family Code 6550-6552.

~~For the 2021-22 school year only, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of the independent study course, and all persons who have direct responsibility for providing assistance to the pupil no later than 30 days after the first day of instruction.~~

~~Written~~ Learning agreements may be signed using an electronic signature that complies with state and federal standards, as determined by ~~the~~ CDE. (Education Code 51749.6)

A signed learning agreement from a parent/guardian of a student who is less than 18 years of age shall constitute the parent/guardian's permission for the student to receive instruction through course-based independent study. ~~(Education Code 51749.6)~~

~~The Superintendent or designee shall retain a physical or electronic copy of the signed learning agreement for at least three years and as appropriate for auditing purposes. (Education Code 51749.6)~~

Upon the request of a student's parent/guardian, and before signing a ~~written~~ learning agreement as described above, the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference, or other meeting during which the student, parent/guardian, ~~or their~~ and, if requested by the parent/guardian, an advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51749.6)

Student-Parent-Educator Conferences

~~CSBA NOTE: Education Code 51747 and 51749.5, as amended by AB 130, require districts to hold student-parent-educator conferences as defined by Education Code 51745.5, at specified times. See the accompanying~~ administrative regulation for the definition of student-parent-educator conference.

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

CSBA NOTE: Pursuant to Education Code 51745.6, 51747, 51747.5, and 51749.5, as amended by AB 130, require, commencing in the 2021-22 fiscal year, the State Controller to incorporate verifications of compliance with specified components of the laws into the the Education Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting," includes verification of compliance with specified components of law related to the extent that these verifications are not yet included in the audit guide independent study, with loss of apportionment for independent study for districts found to be noncompliant.

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

- 1- 1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
- 2- 2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8 and the course credits attempted by and awarded to students in grades 9-12 and adult education
- 3- 3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
- 4- 4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
- 5- 5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51745.6 and 51749.5 (Education Code 51745.6 and 51749.5)
- 6- 6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

CSBA NOTE: Education Code 51747.5, ~~as amended by AB 130,~~ requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which the student is provided independent study. ~~Any~~ student who does not participate in scheduled live interaction or synchronous instruction on a school day must be documented as nonparticipatory for that school day. In addition, Education Code 51747.5 requires districts to maintain written or computer-based evidence of student engagement that includes, but is not limited to, a grade book or summary document that, for each class, lists all assignments, assessments, and associated grades. ~~Commencing in the 2021-22 fiscal year, the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting will incorporate compliance reviews of these requirements, and a finding of noncompliance will result in loss of apportionment in proportion to the impact on ADA from the noncompliance.~~

The district shall document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

CSBA NOTE: Education Code 51747 ~~authorizes~~ and 51749.6 authorize specified records to be maintained in an electronic file, as provided in the following paragraph. Pursuant to Education Code 51747 and 51749.6, an electronic file includes a computer or electronically stored image of an original document, including, but not limited to, a PDF, JPEG, or other digital file type, that may be sent via fax machine, email, or other electronic means.

~~The signed, dated agreement, any~~ Signed written and supplemental ~~agreement~~ agreements, assignment records, work samples, and attendance records may be maintained ~~on~~ as an electronic file ~~electronically~~. ~~(in accordance with~~ Education Code 51747) and 51749.6, as applicable.

Program Evaluation

CSBA NOTE: The following optional section may be revised to reflect district practice.

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19 Emergency conditions and apportionments
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home independent study teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, ; general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted
Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745 51744 -51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery

Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal 20 USC 6301	Description Highly qualified teachers
20 USC 6311	State plan
Management Resources California Department of Education Publication	Description Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April <u>May</u> 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0470	COVID-19 Mitigation Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules

3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4131	Staff Development
5111.1	District Residency
5111.1	District Residency
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6111	School Calendar
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes

6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 10/01/2015 | Last Revised Date: ~~12/09/01/2021~~2022 | Last Reviewed Date:
~~12/09/01/2021~~2022

Definitions

CSBA NOTE: Education Code 51745.5, as added by AB 130 (Ch. 44, Statutes of 2021), defines the terms "live interaction," "student-parent-educator conference," and "synchronous instruction" as provided below.

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by ~~the~~a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

CSBA NOTE: The following section is optional. Pursuant to Education Code 51745, as amended by AB ~~130~~181 (Ch. 52, Statutes of 2022), the district is required to offer list of educational opportunities that may be provided through independent study to meet the educational needs of students for the 2021-22 school year unless the district obtains a waiver from such requirement. includes Items #1-5 below, and may be revised or expanded to reflect district practice.

For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)

CSBA NOTE: The following section is optional. Education Code 51745 lists educational opportunities that may be provided through independent study. The district may revise or expand items #1-6 below to reflect district practice.

Educational opportunities offered through independent study may include, but are not limited to:
(Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum
3. ~~Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum~~
4. 3. Continuing and special study during travel
5. 4. Volunteer community service activities and leadership opportunities that support and strengthen student achievement

CSBA NOTE: Education Code 51745, as amended by AB 167, permits districts to provide independent study to students who cannot participate in classroom-based instruction due to a COVID-19 quarantine. See the accompanying board policy.

6. 5. Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or state public health guidance

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

CSBA NOTE: The following paragraph is for use by districts maintaining high schools.

No course required for high school graduation shall be offered exclusively through independent study. (Education Code 51745)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and ~~local educational agency~~ district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

CSBA NOTE: Pursuant to Education Code 51748, independent study students must be enrolled in school as a condition of receiving state apportionments.

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice.

~~For the 2022-23 school year and thereafter, the~~The Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

CSBA NOTE: The following paragraph limits eligibility for independent study to those students for whom state apportionments can be claimed. Education Code 46300.2 provides that districts will receive state funding for independent study for students who are residents of the county or an adjacent county. Pursuant to Education Code 51747.3, students whose residency status is based on parent/guardian employment within district boundaries (~~in accordance with~~ Education Code 48204**(b)**) are not eligible for funds apportioned for average daily attendance (ADA).

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (~~Education Code 46300.2, 51747.3~~)

A student with disabilities, as defined in Education Code 56026, shall not participate in independent study unless the student's individualized education program specifically provides for such participation. (~~Education Code 51745~~ Education Code 46300.2, 51747.3)

CSBA NOTE: ~~Education Code 51747, as amended by AB 167, relaxes certain independent study requirements for the 2021-22 school year for students who cannot participate in classroom-based instruction as a result of a quarantine order or school closure due to COVID-19, including the limitation on providing a temporarily disabled student individual instruction pursuant to Education Code 48206.3 by means of independent study.~~

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, a~~

CSBA NOTE: Pursuant to Education Code 51745, as amended by AB 181, a student with disabilities may participate in independent study if the student's individualized education program specifically provides for such participation, as specified below.

A student with disabilities, as defined in Education Code 56026, may participate in independent study if the student's individualized education program (IEP) specifically provides for such participation. If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or

need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement. (Education Code 51745)

CSBA NOTE: The following paragraph is based on uncodified Section 110 of AB 181 and will remain in effect only until July 1, 2024.

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

A temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 by means of through independent study. (Education Code 51747)51745)

CSBA NOTE: Education Code 46300.1 provides that the district may not receive apportionments pursuant to Education Code 42238 for The following paragraph limits enrollment in independent study for to those students age 21 or older, or for students 19 or older who have not been continuously enrolled in grades K-12 since their 18th birthday. However, pursuant for whom state apportionments can be claimed. Pursuant to Education Code 46300.4, these students may be 51745, as amended by AB 181, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study through, with the adult education program for courses required for high school graduation. See BP/AR 6200 - Adult Education exception of students participating in independent study due to an emergency as described in Education Code 41422 and 46392. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

Students age 21 or older, and students age 19 or older who have not been continuously enrolled in school since their 18th birthday, may participate in independent study only through the adult education program for the purpose of enrolling in courses required for a high school diploma by Education Code 51225.3 or the Governing Board. (Education Code 46300.1, 46300.4)

CSBA NOTE: The following paragraph limits enrollment in independent study to those students for whom state apportionments can be claimed. Pursuant to Education Code 51745, no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program are eligible for apportionment credit for independent study. A pregnant student or a parenting student who is the primary caregiver for the student's child(ren) is not included in this cap.

No Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), no more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, not including pregnant students and parenting students who are primary caregivers for one or more of their children, shall be enrolled in independent study. (Education Code 51745)

Monitoring Student Progress

CSBA NOTE: The following optional section may be revised to reflect district practice.

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether ~~or not~~ independent study is ~~appropriate for~~ in the student's best interest. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program. (Education Code 51747, 51749.5; 5 CCR 11701)

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation. (~~Education Code 51747, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)~~)

Responsibilities of Independent Study Administrator

CSBA NOTE: The following optional section may be revised to reflect district practice.

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

CSBA NOTE: Pursuant to Education Code 51745.6, the equivalency of teacher-student ratios as described below is a necessary condition for the district to receive apportionments for independent study. The district may exceed these ratios, but those additional units of independent study ADA

would not be funded.

Pursuant to The Education Code 51745.6, as amended by AB 130, the Audit Appeals Panel's, "Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting must incorporate," includes verification of applicable that the district calculated its independent study teacher-student ratios commencing in the 2021-22 fiscal year ratio consistent with Education Code 51745.6.

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

CSBA NOTE: The remainder of this section is optional and may be revised to reflect district practice.

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with ~~item~~ Item #4 in the section on "Records for ~~Audit Purpose~~" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success
6. Regularly meeting with the student to discuss the student's progress

CSBA NOTE: Pursuant to Education Code 51747.5, as amended by ~~AB 167~~ AB 181, the district may ~~only~~ claim apportionment credit for independent study ~~based on~~ only to the extent of the time value of student work products as personally judged ~~in each instance~~ by a certificated ~~teacher employed by~~ employee of the district, or the combined time value of student work products and participation in synchronous instruction, as long as the synchronous instructional offering augments the time value of the student work product and evidence of student participation is furnished and maintained. Evidence of student participation may include, but is not limited to, student work produced or performed as verified by a certificated employee and maintained by the district for each hour or fraction of an hour of the synchronous instructional offering. Education Code 51747.5 specifies that the teacher is not required to sign and date the work products.

7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement

CSBA NOTE: Education Code 51747.5, ~~as amended by AB 130 and AB 167~~, requires districts to document each student's participation in live interaction and synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does

not participate in scheduled live interaction or synchronous instruction on a school day shall be documented as nonparticipatory for that school day, for purposes of student participation reporting and tiered reengagement pursuant to Education Code 51747.

9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691

All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 11700-11705	Independent study
Ed. Code 17289	Exemption for facilities
Ed. Code 41020	Requirement for annual audit
Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46100	Length of school day
Ed. Code 46200-46208	Incentives for longer instructional day and year
Ed. Code 46300-46307.1	Methods of computing average daily attendance
Ed. Code 46390-46393	Emergency average daily attendance
Ed. Code 46600	Interdistrict attendance computation
Ed. Code 47612-47612.1	Charter School Operation
Ed. Code 47612.5	Charter schools operations, general requirements
Ed. Code 48204	Residency requirements for school attendance
Ed. Code 48206.3	Home or hospital instruction; students with temporary disabilities
Ed. Code 48220	Classes of children exempted

Ed. Code 48340	Improvement of pupil attendance
Ed. Code 48915	Expulsion; particular circumstances
Ed. Code 48916.1	Educational program requirements for expelled students
Ed. Code 48917	Suspension of expulsion order
Ed. Code 49011	Student fees
Ed. Code 51225.3	High school graduation
Ed. Code 51745-51749.6	Independent study
Ed. Code 52060	Local Control and Accountability Plan
Ed. Code 52522	Adult education alternative instructional delivery
Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers
Federal	Description
20 USC 6301	Highly qualified teachers
20 USC 6311	State plan
Management Resources	Description
California Department of Education Publication	Legal Requirements for Independent Study, 2021
California Department of Education Publication	Conducting Individualized Determinations of Need, 2021
California Department of Education Publication	Clarifications for Student Learning in Quarantine, 2021
California Department of Education Publication	2021-22 AA & IT Independent Study FAQs, 2021
California Department of Education Publication	California Digital Learning Integration and Standards Guidance, April 2021
California Department of Education Publication	Elements of Exemplary Independent Study
Court Decision	Modesto City Schools v. Education Audits Appeal Panel, (2004) 123 Cal.App.4th 1365
Education Audit Appeals Panel Publication	Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting
Website	California Consortium for Independent Study
Website	California Department of Education, Independent Study
Website	Education Audit Appeals Panel

Cross References

Code	Description
------	-------------

0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0470	COVID-19 Mitigation Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4131	Staff Development
5111.1	District Residency
5111.1	District Residency
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5126	Awards For Achievement
5126	Awards For Achievement
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process

5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6111	School Calendar
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6143	Courses Of Study
6143	Courses Of Study
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6152	Class Assignment
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6183	Home And Hospital Instruction
6184	Continuation Education
6184	Continuation Education
6185	Community Day School
6185	Community Day School
6200	Adult Education
6200	Adult Education

Policy 6178: Career Technical Education

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: ~~10/09/2019~~ 2022 | Last Reviewed Date:
~~10/09/2019~~ 2022

CSBA NOTE: The following policy is for use by districts that maintain any of grades 7-12. Education Code 51220 requires that the adopted course of study for grades 7-12 include courses in career technical education (CTE); see BP/AR 6143 - Courses of Study.

Funding for CTE programs may be available through the federal Strengthening Career and Technical Education for the 21st Century Act, sometimes referred to as Perkins V (20 USC 2301-2414, ~~as amended by P.L. 115-224 and effective July 1, 2019~~), and state grant programs such as the California Career Pathways Trust pursuant to Education Code 53010-53016 ~~and~~, the California Career Technical Education Incentive Grant Program pursuant to Education Code 53070-53076.4, ~~as amended by AB 1808 (Ch. 32, Statutes of 2018)~~, the Golden State Pathways Program pursuant to Education Code 53020-53025, the Apprenticeship Innovation Funding Program pursuant to Labor Code 3110-3112.1, and Youth Apprenticeship pursuant to Labor Code 3120-3122.4. In addition, secondary schools may offer CTE through partnership academies (Education Code 54690-54697), regional occupational centers and programs (ROC/Ps) (Education Code 52300-52335.12), and/or district-funded programs.

The following policy should be revised to reflect program(s) offered by the district and grade levels at which such programs shall be offered.

The Governing Board desires to provide a comprehensive career technical education (CTE) program in the secondary grades which integrates core academic instruction with technical and occupational instruction in order to increase student achievement, graduation rates, and readiness for postsecondary education and employment. The district's CTE program shall be designed to help students develop the academic, career, and technical skills needed to succeed in a knowledge- and skills-based economy. ~~The program shall include a rigorous academic component and provide students with practical experience and understanding of all aspects of an industry.~~

The district's CTE program shall focus on preparing students to enter current or emerging high-skill, high-wage, and/or high-demand occupations. by providing a rigorous academic component and practical experience in all aspects of an industry. CTE opportunities may be offered through linked learning programs, partnership academies, apprenticeship programs or orientation to apprenticeships, regional occupational centers or programs (ROC/Ps), charter schools, small learning communities, magnet programs, or other programs that expose students to career options while preparing them for future careers in a given industry or interest area.

The Superintendent or designee shall explore available funding sources that may be used to support CTE programs. The Board shall review and approve all district plans and applications for the use of district, state, and/or federal funds supporting CTE.

CSBA NOTE: State model curriculum standards for CTE for grades 7-12 integrate the state's academic content standards with industry-specific knowledge and skills in 58 career pathways organized into 15 industry sectors: agriculture and natural resources; arts, media, and entertainment; building trades and construction; education, child development, and family services; energy and utilities; engineering and design; fashion and interior design; finance and business; health science and medical technology; hospitality, tourism, and recreation; information technology; manufacturing and product development; marketing, sales, and service; public services; and transportation. The state's curriculum framework for

CTE provides guidance in implementing the state content standards. Any district that adopts a course of study that meets or exceeds the state model curriculum standards will be deemed to have satisfied the requirement of Education Code 51228 that the district offer students in grades 7-12 the opportunity to attain entry-level employment skills in business or industry upon high school graduation; see BP 6143 - Courses of Study.

The Board shall adopt district standards for CTE which meet or exceed the state's model content standards and describe the essential knowledge and skills that students enrolled in these courses are expected to master. The course curriculum shall be aligned with district-adopted standards and the state's curriculum framework.

CSBA NOTE: Pursuant to Education Code 52376, the following two paragraphs are mandated for districts that accept funds for the purpose of developing and implementing, in consultation with the ROC/P and community college serving the geographic area of the district, a CTE program for high school students.

At least every three years, the Board shall compare the district's curriculum, course content, and course sequence of CTE with the model state curriculum standards. (Education Code 52376)

CSBA NOTE: Education Code 52376 requires districts to determine the extent to which their CTE courses may offer an alternative means for completing course requirements for high school graduation. ~~In addition, Education Code 51225.3, as amended by AB 101 (Ch. 661, Statutes of 2021), no longer authorizes the Board to include a course in CTE to serve as an alternative to the visual or performing arts or foreign/world language course requirement for high school graduation. However, if a student completed a CTE course prior to July 1, 2022 that met the requirements of Education Code 51225.3, such course will fulfill the visual or performing arts or world language graduation requirement;~~ see BP 6146.1 - High School Graduation Requirements.

The Superintendent or designee shall systematically review the district's CTE courses to determine the degree to which each course may offer an alternative means for completing and receiving credit for specific portions of the course of study prescribed by the district for high school graduation. ~~The Board~~ CTE courses approved for these purposes shall ensure that these classes are be equivalent in content and rigor to the courses prescribed for graduation. (Education Code 52376)

CSBA NOTE: Education Code 51760.1 authorizes districts, county offices of education, ROC/Ps, and partnership academies to provide work-based learning opportunities which may include, but are not limited to, work experience education as defined in Education Code 51764, community classrooms or cooperative CTE programs as defined in Education Code 52372.1, and job shadowing as defined in Education Code 51769; see BP/AR 6178.1 - Work-Based Learning. In addition, although not specified in state law, other examples of work-based learning opportunities cited in the CDE's publication "Multiple Pathways to Student Success: Envisioning the New California High School," include student internships/field study, apprenticeships, service learning, work in social/civic enterprises or school-based enterprises such as student stores, and technology-based or other simulated work experiences.

The Superintendent or designee shall develop partnerships with local businesses and industries to ensure that course sequences, career technical and integrated curriculum, classroom instruction and projects, and assessments have real-world relevance and reflect labor market needs and priorities. ~~He/she~~ The Superintendent or designee shall also work to develop connections with businesses, postsecondary institutions, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities.

The Superintendent or designee shall collaborate with postsecondary institutions to ensure that the district's program is articulated with postsecondary programs in order to provide a sequential course of study. Articulation opportunities may include dual or concurrent enrollment in community college courses.

CSBA NOTE: Education Code 8070 requires the Board to appoint a CTE advisory committee composed of representatives from specified groups, as detailed below. During the Federal Program Monitoring process, CDE staff will review whether the district has appointed such a committee.

In addition, pursuant to 20 USC 2354, ~~as amended by P.L. 115-224~~, districts that receive Perkins V funding are required to involve specified stakeholders in conducting a needs assessment and developing the district application, and on a continuing basis thereafter. One way to accomplish this is to include such stakeholders on the CTE advisory committee. Other programs may have similar requirements for stakeholder involvement. The following paragraph may be revised to reflect requirements applicable to programs offered by the district.

The Board shall appoint a CTE advisory committee to develop recommendations on the district's CTE program and to serve as a liaison between the district and potential employers. The committee shall consist of at least one student, teacher, business representative, industry representative, school administrator, member of the general public knowledgeable about the disadvantaged, and representative of the field office of the California Employment Development Department. (Education Code 8070)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Among the criteria for admission to the University of California (UC) or California State University (CSU) system is a requirement that high school students satisfactorily complete 15 units of specified courses ("~~a-g~~A-G" courses). These include a growing number of CTE courses that connect knowledge of academic content with practical or work-related applications. Education Code 51229 requires that districts annually provide parents/guardians of students in grades 9-12 with (1) a brief explanation of the ~~a-g~~A-G course requirements; (2) a list of UC and CSU web sites that provide related information and a list of certified ~~a-g~~A-G courses; (3) a brief description of CTE, as defined by CDE; (4) the Internet address for the portion of ~~the CDE~~CDE's web site where students can learn more about CTE; and (5) information about how students may meet with school counselors to help them choose courses that will meet college admission requirements and/or to enroll in CTE courses. See AR 6143 - Courses of Study and E ~~5145.6 - Parental Notifications~~.

~~In addition, districts that include a course in CTE as an alternative to the visual or performing arts or foreign language course requirement for high school graduation, as authorized by Education Code 51225.3, are required by Education Code 48980 to provide a list of CTE courses offered by the district that satisfy the a-g course requirements for college admission and to specify which requirements they satisfy. Districts that do not allow this alternative graduation requirement should modify the following paragraph accordingly. (1) 5145.6 - Parental Notifications.~~

The Superintendent or designee shall inform all secondary students and their parents/guardians about the CTE experiences available in the district, CTE courses that satisfy college admission criteria, and, if applicable, CTE courses that satisfy high school graduation requirements. In addition, secondary students shall receive individualized academic counseling which provides information about academic and CTE opportunities related to the student's career goals.

CSBA NOTE: Pursuant to 34 CFR 100 (Appendix B), the notice specified below may be made in local newspapers, publications or media reaching target populations, or by other means and should include a brief summary of program offerings, admission criteria, and the name and contact information of the person designated to coordinate Title IX and Section 504 compliance activity. If the population within the district contains a community of persons with limited English language skills, the notification must be disseminated in the languages of the community. See BP 5145.6 - Parental Notifications for state requirements pertaining to the translation of parental notifications.

Prior to the beginning of each school year, the Superintendent or designee shall advise students, parents/guardians, employees, and the general public that all CTE opportunities are offered without regard to any actual or perceived characteristic protected from discrimination by law. The notification shall be disseminated in languages other than English as needed and shall state that

steps to ensure that the lack of English language skills will not be a barrier to admission and participation in the district's CTE program. (20 USC 2354; 34 CFR 100 Appendix B, 104.8, 106.9)

CSBA NOTE: The following paragraph is for use by districts that receive funding through Perkins V for basic CTE programs pursuant to 20 USC 2301-2414. See the accompanying administrative regulation for further information regarding the participation of private school students and staff in district programs.

To the extent required by law, the Superintendent or designee shall invite the participation of private school students in CTE programs supported by federal funding under the Strengthening Career and Technical Education for the 21st Century Act (Perkins). (20 USC 2397)

CSBA NOTE: Pursuant to Labor Code 3074.2, as added by AB 643 (Ch. 324, Statutes of 2021), districts are encouraged to provide students with opportunities to explore, make career choices, and seek appropriate instruction and training to support those choices, by hosting locally focused apprenticeship and/or career technical education fair events, such as college and career fairs.

The Superintendent or designee shall collaborate with businesses, government agencies, postsecondary institutions including universities and career technical schools, community organizations, and/or other employers to provide students with actual or simulated work-based learning opportunities through college and/or career fairs.

CSBA NOTE: Labor Code 3074.2, as added by AB 643, requires any district planning to hold a college or career fair to identify approved apprenticeship programs in the county and notify such programs that they are hosting a college or career fair. To identify approved programs the district is required to rely on the Division of Apprenticeship Standards' database of approved apprenticeship programs, located on its web site.

When planning to hold a college or career fair, the Superintendent or designee shall notify each apprenticeship program in the county. The notification shall include the planned date, time and location of the college or career fair. (Labor Code 3074.2)

CSBA NOTE: Teachers of technical, trade, or vocational courses must possess a single subject credential or a designated subjects credential issued by the Commission on Teacher Credentialing which authorizes teaching CTE courses. The designated subjects CTE credential is available in 15 subjects which reflect the 15 industry sectors identified in the state's model curriculum standards; see AR 4112.2 - Certification. In order to obtain the preliminary designated subjects credential, teachers must have at least three years of work experience directly related to each industry sector specified on the credential.

The Superintendent or designee shall ensure that teachers of CTE courses possess the qualifications and credentials necessary to teach their assigned courses. ~~He/she~~ The Superintendent or designee shall also provide teachers and administrators with professional development designed to enhance their knowledge of standards-aligned CTE and shall provide opportunities for CTE teachers to collaborate with teachers of academic courses in the development and implementation of integrated curriculum models.

The Superintendent or designee shall provide counselors and other guidance personnel with professional development that includes, but is not limited to, information about current workforce needs and trends, requirements of the district's CTE program, work-based learning opportunities, and postsecondary education and employment options following high school.

CSBA NOTE: The following paragraph is optional. Education Code 17078.72 provides funding for improving and expanding CTE programs through construction of new facilities, remodeling of existing facilities, and/or purchase of equipment.

The Superintendent or designee shall regularly assess district needs for facilities, technologies, and equipment to increase students' access to the district's CTE program.

CSBA NOTE: The following paragraph may be revised to reflect requirements applicable to programs offered by the district. Pursuant to Education Code 52060, the district must annually review its progress toward the goals identified in its local control and accountability plan, including, when applicable, measures of student achievement such as the percentage of students who have successfully completed courses that satisfy the requirements for CTE sequences or programs of study that align with state CTE standards and frameworks. The California School Dashboard provides a tool to assist in evaluation of district and school performance and includes measures of CTE pathway completion within the college/career readiness indicator.

In addition, each district receiving Perkins V funding must evaluate its progress in achieving specific performance levels on core indicators as detailed in the state plan and 20 USC 2323, ~~as amended by P.L. 115-224.~~ Pursuant to 20 USC 2343, if the district falls below 90 percent on any of these targets, the district will be required to develop and implement an improvement plan.

The Superintendent or designee shall annually report to the Board achievement data on participating students, including, but not limited to, the percentage of participating students who successfully complete CTE programs, their performance on state and district academic achievement tests, and graduation ~~rate~~ rates. Data shall be disaggregated by program and various student subgroups. Based on such data, the Board shall determine the need for program improvements and update the goals in the district's local control and accountability plan as necessary.

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 10070-10075	Work experience education
5 CCR 10080-10092	Community classrooms
5 CCR 10100-10111	Cooperative vocational education
5 CCR 11500-11508	Regional occupational centers and programs
5 CCR 11535-11538	Career technical education contracts with private postsecondary schools
5 CCR 11610-11611	Regional adult and vocational education councils
5 CCR 1635	Credit for work experience education
5 CCR 3051.14	Specially designed career technical education for students with disabilities
8 CCR 200-240	Apprenticeships
Ed. Code 1205	Classification of counties
Ed. Code 17078.70-17078.72	Career technical education facilities
Ed. Code 33430-33432	Health science and medical technology grants
Ed. Code 35168	Inventory of equipment
Ed. Code 41540-41544	Targeted instructional improvement block grant

Ed. Code 44257.3	CTC recognition of study in linked learning teaching methods
Ed. Code 44260-44260.1	Designated subjects career technical education credential
Ed. Code 44260.9	Designated subjects career technical education credential
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 51220-51230	Course of study for grades 7-12
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52300-52499.66	Career technical education
Ed. Code 52519-52520	Adult education, occupational training
Ed. Code 53010-53016	California Career Pathways Trust
Ed. Code 53020-53025	Golden State Pathways Program
Ed. Code 53070-53076.4	The California Career Technical Education Incentive Grant Program
Ed. Code 53086	California Career Resource Network
Ed. Code 54690-54699.1	California Partnership Academies
Ed. Code 54750-54760	California Partnership Academies, green technology and goods movement occupations
Ed. Code 56363	Related services for students with disabilities; specially designed career technical education
Ed. Code 66205.5-66205.9	Approval of career technical education courses for admission to California colleges
Ed. Code 8006-8155	Career technical education
Ed. Code 88500-88551	Community college economic and workforce development program
Gov. Code 54950-54963	The Ralph M. Brown Act
Lab. Code 3070-3099.5	Apprenticeships
Lab. Code 3110-3112.1	Apprenticeship Innovation Funding Program
Labor Code 3120-3122.4	Youth Apprenticeship
Federal	Description
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6301-6578	Improving the Academic Achievement of the Disadvantaged
34 CFR 100	Appendix B Guidelines for eliminating discrimination in career technical education programs
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
Management Resources	Description

California Department of Education Publication	California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013
California Department of Education Publication	Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007
California Department of Education Publication	Multiple Pathways to Student Success: Envisioning the New California High School, 2010
CSBA Publication	The Linked Learning Approach to High School Reform, Governance Brief, January 2014
CSBA Publication	A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014
Website	Association for Career and Technical Education
<u>Website</u>	<u>California Association of Regional Occupational Centers and Programs</u>
Website	U.S. Department of Education, Office of Vocational and Adult Education
Website	U.S. Department of Labor, Bureau of Labor Statistics
Website	California Department of Education, Career Technical Education
Website	California Department of Employment Development
Website	California Workforce Development Board
Website	California Department of Industrial Relations
Website	University of California, A-G Course Submissions
Website	California Career Resource Network
Website	<u>California Department of Industrial Relations</u>
Website	<u>University of California, a-g Course Submissions</u>
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan

0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3440	Inventories
3512	Equipment
3512-E(1)	Equipment
4112.2	Certification
4112.2	Certification
4131	Staff Development
4331	Staff Development
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.2	Work Permits
5113.2	Work Permits
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5145.6-E PDF(1)	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement
6020	Parent Involvement
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.4	International Baccalaureate Program
6143	Courses Of Study

6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178.1	Work-Based Learning

6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan

Regulation 6178: Career Technical Education

Status: ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: ~~10/09/2019~~ 2022 | Last Reviewed Date:
~~10/09/2019~~ 2022

CSBA NOTE: The following optional administrative regulation should be revised to reflect program(s) offered by the district.

Federal Grants for Career Technical Education (Perkins)

CSBA NOTE: The following optional section is for use by districts that receive basic grants to support programs of career technical education (CTE) pursuant to the Strengthening Career and Technical Education for the 21st Century Act, often referred to as Perkins V (20 USC 2301-2355, ~~as amended by P.L. 115-224~~). ~~As amended, the "hold harmless" provision has been replaced with a guarantee~~, which guarantees that each state will receive a minimum grant equal to 90 percent of its prior year allocation, ~~effective in fiscal year 2021~~.

During the Federal Program Monitoring (FPM) process, California Department of Education (CDE) staff will review whether the district uses these federal funds to supplement, not supplant, state and local funds for CTE activities, as required by 20 USC 2391, and whether funds are used for appropriate purposes as described in 20 USC 2355 and in the ~~state plan adopted pursuant to 20 USC 2342~~. ~~As amended by P.L. 115-224, 20 USC 2342 authorizes states to develop a one-year transition plan until Perkins V becomes effective July 1, 2019, after which a four-year state plan will be required~~. four-year state plan adopted pursuant to 20 USC 2342.

The district shall submit to the California Department of Education an application for a basic grant of the federal Strengthening Career and Technical Education for the 21st Century Act. The application shall address the components specified in 20 USC 2354 and any additional requirements specified in the state plan developed pursuant to 20 USC 2342. (20 USC 2354)

The district shall conduct a needs assessment in accordance with 20 USC 2354, which shall be updated at least once every two years. The needs assessment shall be conducted in consultation with representatives of district career technical education (CTE) programs, postsecondary CTE programs, state or local workforce development boards and businesses, parents/guardians, students, and other specified stakeholders. (20 USC 2354)

CSBA NOTE: The district may use Perkins V and other federal, state, and/or district funds to meet the program requirements listed below. ~~P.L. 115-224 amended 20 USC 2355 to streamline the allowable uses of funds and eliminate the additional list of permissible uses.~~

To meet the needs identified in the needs assessment, the Superintendent or designee shall develop, coordinate, implement, or improve CTE programs that are of sufficient size, scope, and quality to be effective and that fulfill the following purposes: (20 USC 2355)

1. Provide career exploration and career development activities through an organized, systematic framework designed to aid students, including students in the middle grades, in making informed plans and decisions about future education and career opportunities and programs of study. Such activities shall occur before students enroll and while they are participating in a CTE program, and may include:

- a. Introductory courses or activities focused on career exploration and career awareness, including non-traditional fields
 - b. Readily available career and labor market information, including information on occupational supply and demand, educational requirements, other information on careers aligned to economic priorities, and employment sectors
 - c. Programs and activities related to the development of student graduation and career plans
 - d. Career guidance and academic counselors who provide information on postsecondary education and career options
 - e. Any other activity that advances knowledge of career opportunities and assists students in making informed decisions about future education and employment goals, including nontraditional fields
 - f. Activities that provide students with strong experience in, and comprehensive understanding of, all aspects of an industry
2. Provide the skills necessary to pursue careers in high-skill, high-wage, or in-demand industry sectors or occupations
 3. Integrate academic skills into CTE programs and programs of study to support participating students in meeting state academic standards
 4. Provide professional development for teachers, school leaders, administrators, specialized instructional support personnel, guidance counselors, and/or paraprofessionals, which may include the types of activities listed in 20 USC 2355
 5. Plan and carry out elements that support the implementation of CTE programs and programs of study and that result in increased student achievement. Such elements may include curriculum aligned with program requirements, sustainable relationships among community stakeholders, opportunities for students to participate in accelerated learning programs, equipment and instructional materials aligned with business and industry needs, and other activities specified in 20 USC 2355.
 6. Develop and implement evaluations of the activities funded by the grant

CSBA NOTE: Pursuant to 20 USC 2354, the district application for Perkins V funding must describe how individuals will not be discriminated against based on their status as members of "special populations," as defined in 20 USC 2302 as amended by P.L. 115-224. In addition, a district that receives federal aid is required by 34 CFR 100 (Appendix B), 104.8, and 106.9 to take "continuing steps" to notify students, parents/guardians, employees, employee organizations, and applicants for admission and employment that it does not discriminate in its educational programs or activities. See BP 0410 – Nondiscrimination in District Programs and Activities.

During the FPM process, CDE staff will check whether the district complies with requirements to (1) ensure equitable access by special population students through outreach, recruitment, enrollment, and placement activities; (2) identify and adopt strategies to overcome barriers to access or success in the program; (3) ensure that counseling materials and activities, including student program selection and career/employment selection, and promotional and recruitment efforts are nondiscriminatory; and (4) advise students, parents/guardians, employees, and the general public, prior to the beginning of the school year, that all CTE opportunities are offered without regard to race, color, national origin, sex, or disability in accordance with 34 CFR 100 (Appendix B).

The district's **district's** program shall provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency. Special populations shall be provided with equal access to CTE programs and shall not be unlawfully discriminated against.

Special populations include, but are not limited to, students with disabilities, students from economically disadvantaged families, pregnant and parenting students, out-of-work individuals, English learners, homeless students, foster youth, children of military families, and students preparing for nontraditional fields. Nontraditional fields include occupations or fields of work, including careers in computer science, technology, and other emerging high-skill occupations, for which individuals from one gender constitute less than 25 percent of the individuals employed in each such occupation or field of work. (20 USC 2302, 2354, 2373)

Upon written request from a nonprofit private school within the geographical area served by the district, the Superintendent or designee shall consult with private school representatives in a timely and meaningful manner and may provide for the participation of private school secondary students in the district's ~~district's~~ programs and activities funded pursuant to 20 USC 2301-2414. To the extent practicable, the Superintendent or designee shall also, upon request, permit participation of CTE teachers, administrators, and other personnel from private schools in the district's ~~district's~~ inservice and preservice professional development programs funded through such grants. (20 USC 2397)

Linked Learning Programs

CSBA NOTE: The following optional section is for use by districts that offer "linked learning" programs integrating academic and career technical study (sometimes called "multiple pathways") and may be revised to reflect district practice.

The district shall offer one or more comprehensive, multi-year linked learning programs in grades 9-12 that are organized around a broad theme, interest area, or industry sector including, but not limited to, the industry sectors identified in model standards adopted by the State Board of Education pursuant to Education Code 51226. The program shall provide all participating students with curriculum choices that prepare them for career entry and a full range of postsecondary options, including two-year and four-year colleges, apprenticeships, and formal employment training.

At a minimum, the district's ~~district's~~ linked learning program shall include:

1. An integrated core curriculum that meets the eligibility requirements for admission to the University of California (UC) and the California State University (CSU) and is delivered through project-based learning and other engaging instructional strategies that bring real-world context and relevance to the curriculum where broad themes, interest areas, and CTE are emphasized
2. An integrated technical core of a sequence of at least four related courses that may reflect CTE standards-based courses and that provide students with career skills, are aligned to academic principles, and fulfill academic core requirements described in ~~item~~ Item #1 above to the extent possible
3. A series of work-based learning opportunities that begin with mentoring and job shadowing and evolve into intensive internships, school-based enterprises, or virtual apprenticeships
4. Support services, including supplemental instruction in reading and mathematics, that help students master the advanced academic and technical content that is necessary for success in college and career

Partnership Academies

CSBA NOTE: The following optional section is for use by districts that have established a partnership academy pursuant to Education Code 54690-54699.1 and 54750-54760. A partnership academy functions as a school-within-a-school with a career theme and related academic courses primarily directed at students who are at risk of dropping out.

The district shall operate one or more partnership academies as a school-within-a-school focused on a broad career theme. The program shall be available to students in grades 10-12, at least half of whom shall be students who are at risk of dropping out of school as indicated by three or more of the following criteria: (Education Code 54690-54691)

1. Past record of irregular attendance, with absence from school 20 percent or more of the school year
2. Past record of underachievement in which the student is at least one-third of a year behind the coursework for the respective grade level, or as demonstrated by credits achieved
3. Past record of low motivation or disinterest in the regular school program
4. Economic disadvantage
5. Scores below basic or far below basic on the mathematics or English language arts test of the California Assessment of Student Performance and Progress
6. A grade point average of 2.2 or below or the equivalent of a C minus

Ninth-grade teachers and counselors shall identify students eligible to participate in a partnership academy. Participating students shall be selected by academy staff from among those who have expressed an interest in the academy and whose parents/guardians have approved the ~~student's~~student's participation. (Education Code 54695)

The district's program shall provide: (Education Code 54692)

1. During each regular school term, instruction in at least three academic subjects that:
 - a. Prepares students for a regular high school diploma
 - b. Where possible and appropriate, prepares students to meet subject requirements for admission to ~~the California State University~~UC and ~~University of California~~CSU
 - c. Contributes to an understanding of the occupational field of the academy

CTE/CSBA NOTE: Education Code 54692, as amended by AB 1923 (Ch. 114, Statutes of 2022), includes science, technology, engineering, and mathematics courses as required alternative courses that must be offered to students participating in partnership academies.

2. CTE or science, technology, engineering, and mathematics courses offered at each grade level at the academy that are part of an occupational course sequence that targets comprehensive skills and meets the criteria specified in Education Code 54692
3. Classes that are block scheduled in a cluster whenever possible to provide flexibility to academy teachers and which may vary in number during grade 12
4. A mentor from the business community for students during grade 11
5. An employer-based internship or work experience that occurs during the summer following grade 11 or during grade 12
6. Additional motivational activities with private sector involvement to encourage academic and occupational preparation

Attendance in academy classes shall be limited to students enrolled in the academy. (Education Code 54692)

The Superintendent or designee shall establish an advisory committee consisting of individuals involved in academy operations, including district and school administrators, lead teachers, and representatives of the private sector. (Education Code 54692)

Apprenticeship Programs

CSBA NOTE: The following optional paragraph may be used by districts that provide a program of "orientation to apprenticeships" to students who have not yet applied to an apprenticeship program. Such programs are sometimes referred to as "pre-apprenticeship programs." However, the Department of Industrial Relations (DIR), in its publication "Orientation to Apprenticeship: A Guide for Educators," notes that "pre-apprentice" is used by some trades as a classification of worker and therefore prefers the term "orientation to apprenticeship" to refer to a program offered by secondary schools. Items #1-5 below reflect key program components recommended in the DIR publication and may be revised to reflect district practice.

The district shall offer high school and/or adult education students a program of orientation to apprenticeships that acquaints students with a broad range of career options, provides information regarding available apprenticeship programs, and provides classroom instructional job training which guides students to a registered apprenticeable occupation.

The district's program shall:

1. Introduce students to what they need to know in order to apply, test, and interview for acceptance into an apprenticeship program
2. Demonstrate the need for proficiency in reading and comprehension, mathematics, science, and technology
3. Emphasize the necessity to have the ability to communicate in reading, writing, speaking, listening, and numeration skills
4. Identify the knowledge, skills, and attitudes needed to enter and successfully complete an apprenticeship program
5. Provide an orientation to a specific craft or trade or to an industry

CSBA NOTE: The following optional paragraph is for use by districts that contract with sponsors of approved apprenticeship programs (e.g., individual employers, labor or management apprenticeship committees, or joint labor-management apprenticeship committees) pursuant to Education Code 8150-8155 and Labor Code 3070-3099.5 to provide classes of related and supplemental instruction. Apprenticeship programs are offered for a period of one to six years (typically four years) and provide specialized on-the-job training that prepares an individual for employment in a craft or trade profession.

The district may enter into an agreement with a local business, labor or management apprenticeship committee, and/or joint labor-management apprenticeship committee that has been approved by the Department of Industrial Relations' Division of Apprenticeship Standards to sponsor an apprenticeship program in order to develop and deliver related and supplemental instruction to students participating in a registered apprenticeship program. (Education Code 8150-8155; Labor Code 3074, 3075, 3078)

Regional Occupational Center/Program

CSBA NOTE: The following optional section is for use by districts that partner with or offer their own local regional occupational center or program (ROC/P) pursuant to Education Code 52300-52335.12, and may be revised to reflect district practice. Education Code 52301 authorizes the establishment of an

ROC/P by (1) the County Superintendent of Schools, with the approval of the State Board of Education (SBE); (2) two or more districts maintaining high schools, with the approval of the SBE and the County Superintendent; or (3) a single district with an average daily attendance (ADA) of 50,000 or more located in a class 1 county or a district with an ADA of 100,000 or more located in a class 2 county, as defined in Education Code 1205. ROC/P courses are open to secondary students, with priority enrollment given to students ages 16-18 or in grades 11-12. See BP 6178.2 - Regional Occupational Center/Program for additional program requirements.

The district shall operate and/or partner with a regional occupational center or program (ROC/P), established pursuant to Education Code 52335.12, which offers CTE courses, linked learning programs, partnership academies, and/or pre-apprenticeship and apprenticeship programs as appropriate.

Occupational course sequences offered by the ROC/P shall provide prerequisite courses needed to enter apprenticeship or postsecondary vocational certificate or degree programs, focus on occupations requiring comprehensive skills leading to high entry-level wages and/or the possibility of significant wage increases after a few years on the job, offer as many courses as possible that meet college admission requirements, and lead to attainment of an occupational skill certificate. (Education Code 52302)

Student Organizations

CSBA NOTE: The following optional section may be used by districts providing any CTE program(s). 20 USC 2355 permits the use of Perkins V funding to support career technical student organizations and related activities. According to CDE, state-supported organizations include California DECA: A Marketing Association (formerly Distributive Education Clubs of America), Future Business Leaders of America (FBLA), Future Farmers of America (FFA), Future Homemakers of America-Home Economics Related Occupations (FHA-HERO), Health Occupations Students of America (HOSA), and Skills USA (formerly Vocational Industrial Clubs of America-VICA).

The district may provide support, including supplies, materials, activities, and advisor expenses, to student organizations which engage in activities that are integral to the CTE program and provide for the development of student leadership skills. However, no state or federal funds shall be used to pay students' membership dues, food or lodging expenses, out-of-state travel, or the cost of a social activity or assemblage.

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 10070-10075	Work experience education
5 CCR 10080-10092	Community classrooms
5 CCR 10100-10111	Cooperative vocational education
5 CCR 11500-11508	Regional occupational centers and programs
5 CCR 11535-11538	Career technical education contracts with private postsecondary schools
5 CCR 11610-11611	Regional adult and vocational education councils
5 CCR 1635	Credit for work experience education

5 CCR 3051.14	Specially designed career technical education for students with disabilities
8 CCR 200-240	Apprenticeships
Ed. Code 1205	Classification of counties
Ed. Code 17078.70-17078.72	Career technical education facilities
Ed. Code 33430-33432	Health science and medical technology grants
Ed. Code 35168	Inventory of equipment
Ed. Code 41540-41544	Targeted instructional improvement block grant
Ed. Code 44257.3	CTC recognition of study in linked learning teaching methods
Ed. Code 44260-44260.1	Designated subjects career technical education credential
Ed. Code 44260.9	Designated subjects career technical education credential
Ed. Code 48430	Continuation education schools and classes
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 51220-51230	Course of study for grades 7-12
Ed. Code 51760-51769.5	Work experience education
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 52300-52499.66	Career technical education
Ed. Code 52519-52520	Adult education, occupational training
Ed. Code 53010-53016	California Career Pathways Trust
Ed. Code 53070-53076.4	The California Career Technical Education Incentive Grant Program
Ed. Code 53086	California Career Resource Network
Ed. Code 54690-54699.1	California Partnership Academies
Ed. Code 54750-54760	California Partnership Academies, green technology and goods movement occupations
Ed. Code 56363	Related services for students with disabilities; specially designed career technical education
Ed. Code 66205.5-66205.9	Approval of career technical education courses for admission to California colleges
Ed. Code 8006-8155	Career technical education
Ed. Code 88500-88551	Community college economic and workforce development program
Gov. Code 54950-54963	The Ralph M. Brown Act
Lab. Code 3070-3099.5	Apprenticeships
Federal	Description
20 USC 2301-2414	Strengthening Career and Technical Education for the 21st Century Act
20 USC 6301-6578	Improving the Academic Achievement of the Disadvantaged

34 CFR 100	Appendix B Guidelines for eliminating discrimination in career technical education programs
34 CFR 104.1-104.39	Section 504 of the Rehabilitation Act of 1973
34 CFR 106.1-106.61	Discrimination on the basis of sex, effectuating Title IX
Management Resources	Description
California Department of Education Publication	California Career Technical Education Model Curriculum Standards, Grades Seven Through Twelve, January 2013
California Department of Education Publication	Career Technical Education Framework for California Public Schools, Grades Seven Through Twelve, January 2007
California Department of Education Publication	Multiple Pathways to Student Success: Envisioning the New California High School, 2010
CSBA Publication	The Linked Learning Approach to High School Reform, Governance Brief, January 2014
CSBA Publication	A Governance Perspective: Interviews with School Board Members from the Nine Linked Learning Initiative School Districts, March 2014
Website	Association for Career and Technical Education
Website	California Association of Regional Occupational Centers and Programs
Website	U.S. Department of Education, Office of Vocational and Adult Education
Website	U.S. Department of Labor, Bureau of Labor Statistics
Website	California Department of Education, Career Technical Education
Website	California Department of Employment Development
Website	California Workforce Development Board
Website	Association for Career and Technical Education
Website	California Association of Regional Occupational Centers and Programs
Website	California Career Resource Network
Website	California Department of Industrial Relations
Website	University of California, a-g Course Submissions
Website	California Career Resource Network
Website	Commission on Teacher Credentialing
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0415	Equity

0420.4	Charter School Authorization
0420.4	Charter School Authorization
0440	District Technology Plan
0440	District Technology Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0500	Accountability
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1700	Relations Between Private Industry And The Schools
3230	Federal Grant Funds
3230	Federal Grant Funds
3440	Inventories
3512	Equipment
3512-E(1)	Equipment
3512-E PDF(1)	Equipment
4112.2	Certification
4112.2	Certification
4131	Staff Development
4331	Staff Development
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.2	Work Permits
5113.2	Work Permits
5145.6	Parental Notifications
5145.6-E(1)	Parental Notifications
5145.6-E PDF(1)	Parental Notifications
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6011	Academic Standards
6020	Parent Involvement

6020	Parent Involvement
6112	School Day
6112	School Day
6141	Curriculum Development And Evaluation
6141	Curriculum Development And Evaluation
6141.4	International Baccalaureate Program
6143	Courses Of Study
6143	Courses Of Study
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.5	Student Organizations And Equal Access
6145.5	Student Organizations And Equal Access
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.2	Guidance/Counseling Services
6164.5	Student Success Teams
6164.5	Student Success Teams
6171	Title I Programs
6171	Title I Programs
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6172.1	Concurrent Enrollment In College Classes
6172.1	Concurrent Enrollment In College Classes
6173	Education For Homeless Children

6173	Education For Homeless Children
6173-E PDF(1)	Education For Homeless Children
6173-E PDF(2)	Education For Homeless Children
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6178.1	Work-Based Learning
6178.1	Work-Based Learning
6178.2	Regional Occupational Center/Program
6181	Alternative Schools/Programs Of Choice
6181	Alternative Schools/Programs Of Choice
6184	Continuation Education
6184	Continuation Education
6190	Evaluation Of The Instructional Program
6200	Adult Education
6200	Adult Education
7110	Facilities Master Plan

Policy 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | Last Revised Date: ~~05/09/01/2016~~ 2022 | Last Reviewed Date:
~~05/09/01/2016~~ 2022

CSBA NOTE: The following ~~Board~~ policy is for use by any high school district or unified school district that maintains an adult education school or program or that participates in a program offered by the county office of education.

Education Code 84900-84920, ~~as added by AB 104 (Ch. 13, Statutes of 2015),~~ establish the Adult Education ~~Block Grant~~ Program to provide adult education services through a regional consortium of school districts, county offices of education, community college districts, and joint powers authorities consisting of those entities. Other funding for adult education may be available through local control funding formula apportionments, California Work Opportunity and Responsibility to Kids (CalWORKs) funds for education and job training (Welfare and Institutions Code 11320-11329.5), the federal Workforce Innovation and Opportunity Act (29 USC 3101-3255), Adult Education and Literacy Act (29 USC 3271-3333), and/or ~~Carl D. Perkins~~ Strengthening Career and Technical Education for the 21st Century Act (20 USC 2301-2414). Pursuant to Education Code 41976, as amended by AB 486 (Ch. 666, Statutes of 2021), funds allocated through the Adult Education Program may only be used in accordance with law and as specified in the accompanying administrative regulation. The district may revise the following policy to reflect requirements of the program(s) it offers.

The Governing Board believes that education is a lifelong ~~process~~ endeavor and that it is important for individuals to continuously develop new skills necessary to participate effectively as citizens, workers, parents/guardians, and family and community members. Eligible adults shall be offered opportunities to enroll in programs and courses that develop academic and workforce skills and, as appropriate, lead to completion of requirements for high school graduation.

~~CSBA NOTE: Option 1 below is for use by districts that maintain classes for adults as authorized by Education Code 52501. Option 2 is for use by districts whose students may participate in an adult education program administered by a county office of education in geographically isolated, sparsely populated areas as authorized by Education Code 52616.21.~~

CSBA NOTE: Education Code 51056 and 52515 require approval by the California Department of Education (CDE) of courses offered in adult education programs. See For further information regarding course approval see the accompanying administrative regulation and the CDE's Adult Education Handbook for California web site.

OPTION 1:

The Superintendent or designee shall recommend, for approval by the Board and the California Department of Education, courses to be offered through the district's adult education program.

OPTION 1 ENDS HERE

~~OPTION 2: The district shall participate in the adult education program administered by the county office of education. District students enrolled in this program shall be under the immediate supervision of a certificated district employee.~~

OPTION 2 ENDS HERE

Adult education classes may be offered any day or evening, including weekends, for such length of time during the school year as determined by the Board. ([Education Code 52505](#))

CSBA NOTE: Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements.

The Superintendent or designee shall ensure that all teachers of adult education classes possess an appropriate credential issued by the Commission on Teacher Credentialing and have access to high-quality professional development to continuously enhance their knowledge and skills.

CSBA NOTE: Education Code 52620 permits the Governing Board to authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to enroll as a special part-time student at a community college.

Upon recommendation of the administrator of the student's adult school or noncredit program of attendance, the Board may authorize an adult education student pursuing a high school diploma or a high school equivalency certificate to attend a community college during any session or term as a special part-time student. (Education Code 52620)

CSBA NOTE: Pursuant to Education Code 52508, the Board is authorized to award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program, as long as the Board has prescribed the requirements for the awarding of any such diplomas pursuant to Education Code 52509.

The Board may award diplomas or certificates to adults and eligible minors enrolled in adult schools upon satisfactory completion of a prescribed course of study in an elementary school program. (Education Code 52508, 52509)

CSBA NOTE: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 51225.3; see BP 6146.1 - High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any additional district-established high school graduation requirements. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

Adult education students who fulfill the district's graduation requirements shall receive a diploma of high school graduation.

~~CSBA NOTE: The following two optional paragraphs may be used by districts that select either Option 1 or 2 above and participate in the regional consortium established for purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, as added by AB 104 (Ch. 13, Statutes of 2015). The consortium is required to approve an adult education plan containing the components specified in Education Code 84906 at least once every three years and to update the plan at least once each year based on available data.~~

~~Funds allocated through this block grant may be used in accordance with Education Code 84913, including to provide support for adult education programs related to elementary and secondary basic~~

~~skills, entry or reentry into the workforce, career technical education, pre-apprenticeship training, knowledge and skills to assist K-12 students to succeed academically, and programs for immigrants and adults with disabilities. See the accompanying administrative regulation.~~

CSBA NOTE: Pursuant to Education Code 52511, a district may contract with another district to provide adult education instruction in any of the situations specified in the following paragraph.

If the district has an adult school or classes for adults but is unable to maintain such school or classes because of an inability to secure a teacher(s) or because of a lack of facilities, the district may, with the approval of the County Superintendent of Schools and the Superintendent of Public Instruction, contract with another district for the instruction of such students. (Education Code 52511)

CSBA NOTE: The following two optional paragraphs may be used by districts that participate in the regional consortium established for purposes of the Adult Education Program pursuant to Education Code 84900-84920. Education Code 84906 requires the consortium to approve a three-year adult education plan that addresses a three-year fiscal planning cycle, and fulfills the components specified in Education Code 84906. The plan is required to be updated at least once each year based on available data.

To ensure efficient and coordinated adult education services, the district ~~shall collaborate with other local educational agencies and the community college district in the region's~~may join a regional adult education consortium. The district shall participate in the consortium's identification of the educational needs of adults in the region, identification of available funding and services, development and approval of an adult education plan pursuant to Education Code 84906, and implementation of strategies to address the identified needs, improve the effectiveness of district services, and improve students' transitions into postsecondary education and the workforce.

The district's representative to the region's regional adult education consortium shall be designated by the Board. (Education Code 84905)

~~CSBA NOTE: The remainder of this policy is for use by districts selecting Option 1 above, but may be adapted for use by districts selecting Option 2.~~

~~Classes organized primarily for adults may be taught by holders of the designated subjects adult teaching credential pursuant to Education Code 44260.2-44260.3. See the Commission on Teacher Credentialing's web site for further information and credential requirements.~~CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920 requires the Superintendent of Public Instruction and California Community College Chancellor (CCCC) to identify common measures for determining consortium members effectiveness in meeting the educational needs of adults, which is provided for in CDE's and CCCC's, "Adult Education Block Grant (AEBG) Measures of Effectiveness". In addition, for districts participating in the federal Adult Education and Family Literacy Act, CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

~~(Education Code 52505, 52513)~~

~~CSBA NOTE: If the district's adult school or program offers a course in elementary subjects appropriate to the needs of adults, as authorized by Education Code 52516 and 84913, the Board is mandated~~

pursuant to Education Code 52510 to prescribe requirements for eighth-grade graduation. Items #1-2 below should be revised to reflect district practice.

A certificate of completion of the eighth grade shall be awarded through the adult school upon successful completion of both of the following:

1. At least one term in the adult elementary program
2. Overall eighth-grade placement on a recognized standardized achievement test

CSBA NOTE: Education Code 52509 mandates the Board of any district maintaining an adult school or program to prescribe requirements for the granting of a high school diploma. Courses required for a high school diploma in California are specified in Education Code 51225.3; see BP 6146.1 – High School Graduation Requirements. Students seeking their high school diploma through adult education must meet those course requirements. However, the district may waive any high school graduation requirements established by the district. Districts that have so revised their local graduation requirements for adult education students should modify the following paragraph as appropriate.

CSBA NOTE: The following paragraph may be revised to reflect indicators of program effectiveness identified by the district and/or adult education regional consortium in which the district participates. Education Code 84920, as added by AB 104 (Ch. 13, Statutes of 2015), requires the Superintendent of Public Instruction and California Community College Chancellor to identify common measures for determining the effectiveness of school districts and other consortium members in meeting the educational needs of adults. In addition, for districts participating in the federal Adult Education and Family Literacy Act, the CDE requires the use of the Comprehensive Adult Student Assessment Systems (CASAS), a set of standardized assessment instruments developed by the nonprofit organization CASAS, to track the progress of adult students.

The Superintendent or designee shall regularly report to the Board on the effectiveness of the district's adult education program. This report shall include, but not be limited to, the number of adults and high school students participating in the program, student participation in each type of adult education course or class, and the extent to which students successfully completed these programs, including, as applicable, the completion of requirements for the high school diploma or certificate of equivalency.

Policy Reference UPDATE Service

Copyright 2022 by California School Boards Association, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 10501	Adult education: definition of adult for attendance counting
5 CCR 10508	Records and reports
5 CCR 10530	Counseling and guidance services
5 CCR 10530-10534 10560	Standards of administration
5 CCR 53412	Minimum qualifications for instructors of noncredit courses

5 CCR 80034	Teaching credentials,; adult education
5 CCR 80034.5	Adult education,; substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan CalWORKs instructional and job training plan
Ed. Code 41975-41976.2 <u>1</u>	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements,; designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers
Ed. Code 46190-46192 46191	Adult education classes, day of attendance Attendance for adults in correctional facilities
Ed. Code 46300.1-46300.4 <u>2</u>	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes); admissions of adults and minors
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540- 52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52620	Attendance at community college as special part-time student
Ed. Code 52610-52616.24 <u>18</u>	Adult schools,; finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium

Ed. Code 84900-84920	Adult Education Block Grant Program
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including, education and job training
Federal	Description
20 USC 2301- 2415 2414	Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act
Management Resources	Description
California Department of Education Publication	Adult Education Handbook for California, 2005 Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 20-01, July 23, 2020
California Department of Education and California Community College Chancellor Office Publication	Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013 Adult Education Block Grant (AEBG) Measures of Effectiveness
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards
Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services
4112.2	Certification

4112.2	Certification
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6142.7 <u>6145.6</u>	Physical Education And Activity <u>International Exchange (BP and AR)</u>
6142.7 <u>6146.1</u>	Physical Education And Activity <u>High School Graduation Requirements</u>
6146.1	High School Graduation Requirements
6146.1 <u>2</u>	High School Graduation Requirements <u>Certificate of Proficiency/High School Equivalency (BP and AR)</u>
6146.11	Alternative Credits Toward Graduation
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF (1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1) <u>4</u>	Certificate Of Proficiency/High School Equivalency <u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6146. 4 <u>5</u>	Differential Graduation And Competency Standards For Students With Disabilities <u>Elementary/Middle School Graduation Requirements</u>
6158 <u>6146.5</u>	Elementary/Middle School Graduation Requirements <u>Independent Study</u>
6158	Independent Study
6164.2	Independent Study <u>Guidance/Counseling Services</u>
<u>6172.1</u>	<u>Guidance/Counseling Services</u> <u>Concurrent Enrollment in College Classes (BP and AR)</u>
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program

6184

Continuation Education

6184

Continuation Education

9140

Board Representatives

Regulation 6200: Adult Education

Status: ADOPTED

Original Adopted Date: 06/01/1997 | Last Revised Date: ~~05/09/01/2016~~2022 | Last Reviewed Date:
~~05/09/01/2016~~2022

CSBA NOTE: The following administrative regulation may be revised for consistency with the adult education plan adopted by the regional consortium established for the Adult Education ~~Block Grant~~, pursuant to Education Code 84906, as added by AB 104 (Ch. 13, Statutes of 2015). In addition, districts that participate in a county-operated adult education program (Option 2 in the accompanying Board policy) should tailor the following administrative regulation to delete references to district programs: Program, pursuant to Education Code 84906.

~~Enrollment~~

~~With the exception of programs specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies the class as being open to the general public. (Education Code 52517, 52570)~~

Enrollment

CSBA NOTE: The following paragraph may be revised to reflect programs in which the district participates:

~~For~~ For purposes of the Adult Education Block Grant pursuant to Education Code 84900-84920, adults include persons 18 years of age or older. ~~For other~~ adult education programs, adults include persons age 18 or older and other persons not concurrently enrolled in a regular high school program. However, high school students may be concurrently enrolled in adult education under the conditions specified in the section "Concurrent Enrollment of High School Students" below. (Education Code 52523, 52610). ~~(Education Code 52523)~~

Adults shall have first priority for enrollment in any adult education class, provided they enroll during the regular enrollment period. ~~84901~~ (Education Code 52523)

With the exception of programs for adults with disabilities specified in Education Code 52570, adult education classes shall be located in a facility which clearly identifies attendance in the class as being open to the general public. (Education Code 52517, 52570)

Concurrent Enrollment of High School Students

High school students ~~shall~~may be permitted to enroll in an adult education program, course, or class for sound educational purposes, including, but not limited to, the following: (Education Code 52523)

1. The adult education program, course, or class is not offered in the regular high school curriculum.
2. The student needs the adult education program, course, or class in order to make up deficient credits for graduation from high school.
3. The adult education program, course, or class allows the student to gain vocational and technical skills beyond that provided by the regular high school's ~~career~~vocational and technical education

program.

4. The adult education program, course, or class supplements and enriches the high school student's educational experience.

CSBA NOTE: The following paragraph is optional.

High school students are expected to enroll in regular high school classes before seeking admission to any similar classes offered in the adult education program. A failed course, however, may be repeated through adult education.

Before enrolling in an adult education class, the high school student shall complete a counseling session that includes ~~his/her~~ the student, the student's parent/guardian, and a certificated representative of the high school. The certificated high school representative shall ensure that the student's school record includes written documentation of the counseling session and both of the following statements: (Education Code 52500.1, 52523)

1. That the student is enrolling voluntarily in the adult education course or class
2. That ~~this~~ the enrollment will enhance the student's progress toward meeting educational requirements for high school graduation

CSBA NOTE: The following paragraph is optional. Education Code 52500.1 does not require that the above statement be signed. However, obtaining the signature of all parties is one way to document the student's voluntary participation in the program and the high school representative's determination that the program will enhance the student's progress toward graduation.

The above statement shall be signed by the student, the student's parent/guardian, and the certificated high school representative.

Classes offered in the district's adult education program shall supplement and not supplant the regular high school curriculum. No course required by the district for high school graduation or necessary for students to maintain satisfactory academic progress shall be offered exclusively through the adult education program. (Education Code 52523)

Programs and Courses

CSBA NOTE: The following list should be revised to reflect the types of adult education programs offered by the district. Education Code ~~84913~~ 41976, as ~~added~~ amended by AB ~~104~~ 486 (Ch. ~~13666~~, Statutes of ~~2015~~ 2022), authorizes the use of Adult Education ~~Block Grant~~ Program funds to support the programs listed in ~~items~~ Items #1-7 below. Education Code 41976, as amended by AB 104, authorizes the use of ~~local~~ Local control funding formula (LCFF) and/or other district funds may be used for many of these same purposes, ~~as well as the purposes listed in items #8-12 below.~~

~~Adult~~ The district's adult education ~~classes or courses~~ program shall offer instruction in one or more of the following: areas: (Education Code 41976, ~~84913~~))

1. Programs in elementary and secondary basic skills, including programs leading to a high school diploma or high school equivalency certificate

CSBA NOTE: Education Code 52550-52556 set conditions for 52555 require establishing citizenship programs in high school districts when 25 or more persons residing in the district apply for such training. and permit such classes upon demand when there are a lesser number of applicants. Pursuant to Education Code 41976, as amended by AB 486, the course may include immigrant integration.

2. Programs for immigrants eligible for educational services in citizenship, English as a second language, ~~and~~ workforce preparation , and immigrant integration
3. Programs for adults, including, but not limited to, older adults, that are primarily related to entry or reentry into the workforce
4. ~~Programs for adults, including, but not limited to, older adults,~~ Programs that are primarily designed to develop knowledge and skills to assist elementary and secondary students to succeed academically in school
5. Programs for adults with disabilities
6. Short-term career technical education programs with high employment potential
7. Programs offering pre-apprenticeship training activities in coordination with one or more apprenticeship programs approved by the Division of Apprenticeship Standards for the occupation and geographic area.

CSBA NOTE: Education Code 84913, as added by AB 104 (Ch. 13, Statutes of 2015), authorizes the use of Adult Education Block Grant funds to support pre-apprenticeship training activities, as provided in item #7 below. Pre-apprenticeship training activities must be conducted in coordination with apprenticeship programs approved by the California Department of Industrial Relations' Division of Apprenticeship Standards for the occupation and geographic area. CSBA NOTE: Education Code 52540 sets conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

7. ~~Programs offering pre-apprenticeship training activities in coordination with one or more approved apprenticeship programs~~

The district may also offer programs in parenting, family and consumer awareness, English as a second language, classes for older adults, home economics, and health and safety education. Such programs shall not be paid for with Adult Education Program Funds.

CSBA NOTE: The types of programs listed in optional items #8-12 below are not authorized uses of the Adult Education Block Grant. However, Education Code 41976 authorizes the use of other district funds for these purposes, as well as the purposes listed in items #1-2 and #5-7 above. CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the California Department of Education (CDE). According to CDE's website, within 20 working days of receiving a request, CDE will provide electronic certification of course approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on CDE's web site.

8. ~~Programs in parenting, including parent cooperative preschools, and classes in child growth and development, parent-child relationships, and parenting~~

CSBA NOTE: Education Code 52540-52544 set conditions for establishing English as a second language classes in high school districts when 20 or more adults residing in the district apply for such classes.

- 9. English as a second language
- 10. Programs for older adults
- 11. Home economics
- 12. Health and safety education

CSBA NOTE: Pursuant to Education Code 51056 and 52515, adult education courses must be approved by the CDE. According to the CDE's Adult Education Handbook for California, districts must annually submit a list of course titles to the CDE for approval. Authorized courses are listed in the Adult Education Course Approval System (A-22) on the CDE's web site.

The Superintendent or designee shall ~~annually~~ regularly submit to the California Department of Education for approval the titles of classes that have been approved by the Governing Board to be offered in any of the program areas listed above.

CSBA NOTE: The following optional paragraph is for use by districts that offer community service classes; see BP ~~6146~~ 6142.4 - Service Learning/Community Service Classes. Pursuant to Education Code 51810, the district may provide community service classes in specified subjects without the approval of ~~the~~ CDE.

Adults may also ~~may~~ be enrolled in community service classes offered by the district. (Education Code 51811)

All adult education programs, courses, and classes and their enrollment period shall be published in the district's catalog of adult education classes provided to the public. (Education Code 52523)

Independent Study

The Superintendent or designee may make independent study available as an instructional strategy for students enrolled in adult education as appropriate to meet their individual needs.

~~Participation in independent study shall be voluntary. (Education Code 51747)~~

~~Any course taken through independent study shall be a course listed in Education Code 51225.3 or otherwise required by the Board for high school graduation. (Education Code 46300.4)~~

~~An adult who has been continuously enrolled in K-12 education since his/her 18th birthday may remain engaged in K-12 independent study until his/her 21st birthday. (Education Code 46300.1)~~ Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747)

Fees

CSBA NOTE: Education Code 52612-52613 authorize the district to charge fees for adult education classes, with certain exceptions. The total of these fees plus revenues derived from ~~ADA~~ average daily attendance must not exceed the estimated cost of all such classes. The following section should be revised to reflect district practice.

~~No fee~~ The district may require fees for enrollment in an adult education class. However, no fees shall be charged for the following adult education programs or classes: (Education Code 52612, 52613)

1. A class for which high school credit is granted, if the class is taken by an individual who does not hold a high school diploma.
2. A class in an elementary subject or a class in English as a second language or citizenship, unless the student is a nonimmigrant alien with an F-1 visa status. Any nonimmigrant enrolled in these classes shall be charged a fee to cover the full cost of the instruction, not to exceed actual costs. The fee shall be adopted by the Board at a regular meeting at least 90 days before the beginning of the class for which the fee is charged.

CSBA NOTE: The following paragraph is optional.

Except for those fees required by law, the payment of fees may be waived in cases of hardship at the recommendation of the Superintendent or designee.

The Board may fix a charge, not to exceed cost, for books furnished to adult education students. In ~~some cases~~ lieu of fixing such charge, books may be ~~obtained from the district at cost or may be obtained on loan~~ loaned to students with the payment of a refundable deposit. ~~In addition, materials purchased from the incidental expense account may be sold to adult school students for use in their classes.~~
(Education Code ~~52615~~, 60410)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 10501	Adult education
5 CCR 10508	Records and reports
5 CCR 10530-10534	Standards
5 CCR 80034	Teaching credentials, adult education
5 CCR 80034.5	Adult education, substitute teachers
5 CCR 80036-80036.4	Requirements for designated subjects adult education credential
5 CCR 80040.2-80040.2.7	Programs of personalized preparation for the designated subjects adult education teaching credentialing
Ed. Code 10200	CalWORKs education and job training plan
Ed. Code 41975-41976.2	Adult education; authorized classes and courses
Ed. Code 44260.2-44260.3	Credential requirements, designated subjects adult education credential
Ed. Code 44865	Qualifications for home teachers

Ed. Code 46190-46192	Adult education classes, day of attendance
Ed. Code 46300.1-46300.4	Independent study
Ed. Code 51040	Prescribed courses
Ed. Code 51056	Adult education course of study
Ed. Code 51225.3	High school graduation
Ed. Code 51241	Temporary, two-year or permanent exemption from physical education
Ed. Code 51246	Physical education exemptions
Ed. Code 51730-51732	Powers of governing boards (authorization for elementary summer school classes)
Ed. Code 51745	Independent study
Ed. Code 51810-51815	Community service classes
Ed. Code 52500-52523	Adult schools
Ed. Code 52530-52531	Use of hospitals
Ed. Code 52540-52544	Adult English classes
Ed. Code 52550-52556	Classes in citizenship
Ed. Code 52570-52572	Disabled adults
Ed. Code 52610-52616.24	Adult schools, finances
Ed. Code 52651-52656	Immigrant Workforce Preparation Act
Ed. Code 60410	Books for adult classes
Ed. Code 84830	Adult education consortium
Ed. Code 84900-84920	Adult Education Block Grant
Ed. Code 8500-8538	Adult education
W&I Code 11320-11329.5	CalWORKs, including education and job training
Federal	Description
20 USC 2301-2415	Carl D. Perkins Career and Technical Education Act
29 USC 3101-3255	Workforce Innovation and Opportunity Act
29 USC 3271-3333	Adult Education and Family Literacy Act
Management Resources	Description
California Department of Education Publication	Adult Education Handbook for California, 2005
California Department of Education Publication	Pupil Fees, Charges, and Other Deposits, Fiscal Management Advisory 12-02, April 24, 2013
Website	California Department of Education, Adult Education
Website	California Department of Industrial Relations, Division of Apprenticeship Standards

Website	Comprehensive Adult Student Assessment Systems
Website	California Council for Adult Education
Website	Commission on Teacher Credentialing

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0440	District Technology Plan
0440	District Technology Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
3260	Fees And Charges
3260	Fees And Charges
3541	Transportation Routes And Services
4112.2	Certification
4112.2	Certification
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6142.7	Physical Education And Activity
6142.7	Physical Education And Activity
6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation

6146.2	Certificate Of Proficiency/High School Equivalency
6146.2	Certificate Of Proficiency/High School Equivalency
6146.2-E(1)	Certificate Of Proficiency/High School Equivalency
6146.2-E PDF(1)	Certificate Of Proficiency/High School Equivalency
6146.4	Differential Graduation And Competency Standards For Students With Disabilities
6146.5	Elementary/Middle School Graduation Requirements
6158	Independent Study
6158	Independent Study
6164.2	Guidance/Counseling Services
6178	Career Technical Education
6178	Career Technical Education
6178.2	Regional Occupational Center/Program
6184	Continuation Education
6184	Continuation Education
9140	Board Representatives

Policy 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 02/01/1999 | Last Revised Date: ~~03/09/01/2002~~ 2022 | Last Reviewed Date:
~~03/09/01/2002~~ 2022

CSBA NOTE: Education Code 17070.10-17077.10 ~~sets~~ sets forth eligibility requirements for the receipt of state facilities funds under the Leroy F. Greene School Facilities Program Act of 1998 (Proposition 1A). As a condition for receipt of the funds, Education Code 17070.50 requires districts to obtain written approval from the California Department of Education (CDE) and certify to the State Allocation Board that the district's site selection and building plans comply with the regulations developed by ~~the department~~ CDE, pursuant to Education Code 17251(b) and (c). In addition, Education Code 17070.50 requires the district to certify that the services of an architect, a structural engineer, or other design professional has been selected using a competitive process consistent with Government Code 4526. See BP/AR 7140 - Architectural and Engineering Services.

The Governing Board believes that a school site should serve the district's educational needs in accordance with the district's master plan, as well as show potential for contributing to other community needs.

The Board recognizes the importance of community input in the site selection process. To this end, the Board will solicit community input whenever a school site is to be selected and shall provide public notice and hold public hearings in accordance with law.

The Superintendent or designee shall establish a site selection process which complies with law and ensures that the best possible sites are acquired and developed in a cost-effective manner.

CSBA NOTE: Pursuant to Education Code 17211, districts are required to ensure that property acquired for a new school or an addition to an existing school site meets standards for school site selection as specified in 5 CCR 14010-14012.

Before acquiring property for a new school or an addition to an existing school site, the Board, at a public hearing, shall either evaluate the property ~~at a public hearing~~ using state site selection standards. ~~(Education Code 17211 specified in 5 CCR 14010 or, if a district advisory committee was appointed to~~ evaluate the property, receive the committee's report of findings based on those standards. (Education Code 17211, 17251)

Environmental Impact Investigation for the Site Selection Process

CSBA NOTE: Pursuant to Public Resources Code 21082, districts are mandated to adopt procedures for the evaluation of all projects (beyond just site selection) and the preparation of environmental impact reports and negative declarations required under the California Environmental Quality Act (CEQA). In order to satisfy this mandate, the district may either (1) adopt the actual CEQA guidelines, as applicable, as its own procedure; (2) adopt the county or city guidelines, (3) or develop its own procedure. In most cases, the district's environmental investigation will conclude with a simultaneous public review of both the environmental documentation and, if applicable, the Department of Toxic Substance Control (DTSC) documents.

Pursuant to Public Resources Code 21092 and 21092.2, as amended by AB 819 (Ch. 97, Statutes of 2021), when CEQA requires a draft environmental impact report, environmental impact report, negative declaration, or mitigated negative declaration (environmental review documents), the district is required

to post on its web site those environmental review documents, and public notice of the preparation and availability of such documents. The district must email specified notices when written requests for notices have been filed. See Exhibit 1113-District and School Web Sites and the accompanying administrative regulation.

The following paragraph provides for the use of CEQA guidelines for the evaluation of all projects, including site selection. Districts that have adopted the city/county guidelines or their own procedure should modify the paragraph accordingly.

The Superintendent or designee shall determine whether any proposed development project is subject to the requirements of the California Environmental Quality Act (CEQA) and shall ensure compliance with this Act ~~whenever so required.~~ , including any web site posting requirements. When evaluating district projects, the CEQA guidelines shall be used.

Environmental review documents, including a draft environmental impact report, environmental impact report, negative declaration or mitigated negative declaration, and public notice of the preparation and availability of such documents, shall be posted on the district's web site. (Public Resources Code 21082.1, 21092, 21092.2)

Agricultural Land

CSBA NOTE: In 82 Ops.Cal.Atty.Gen. 130 (1999), the Attorney General opined that a district may construct a school on land designated by a county ordinance for "agricultural, open space or rural land use." However, the Board must, by a two-thirds vote pursuant to Government Code 53094, render the ordinance inapplicable to the proposed use of the property. See 9323.2 - Actions by the Board. The exemption can be blocked only by a court determination that the action was "arbitrary and capricious."

If the proposed site is in an area designated in a city, county, or city and county general plan for agricultural use and zoned for agricultural production, the Board shall determine all of the following: (Education Code 17215.5)

1. That the district has notified and consulted with the city, county, or city and county within which the prospective site is to be located
2. That the Board has evaluated the final site selection based on all factors affecting the public interest and not limited to selection on the basis of the cost of the land
3. That the district shall attempt to minimize any public health and safety issues resulting from the neighboring agricultural uses that may affect students and employees at the site

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
14 CCR 15000-15285	<u>Implementation of California Environmental Quality Act of 1970</u>
5 CCR 14001-14036	<u>Minimum standards</u> <u>California Department of Education: school facilities construction</u>

CCP_ 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	<u>School Sites: General</u> general provisions (school sites)
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	<u>CDE Powers</u> powers concerning buildings and building sites
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties fe- ; management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970
Management Resources Attorney General Opinion	Description 82 Ops.Cal.Atty.Gen. 130 (1999)
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education, School Facilities
<u>Website</u>	<u>California Department of Education, School Site Selection and Approval Guide</u>
<u>Website</u>	<u>Department of Toxic Substances Control</u>
<u>Website</u>	<u>Governor's Office of Planning and Research</u>

Cross References

Code	Description
<u>1113</u>	<u>District and School Web Sites (BP/AR/E(1))</u>
1220	Citizen Advisory Committees

1220	Citizen Advisory Committees
1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7210	Facilities Financing
9000	Role Of The Board
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Regulation 7150: Site Selection And Development

Status: ADOPTED

Original Adopted Date: 11/01/2000 | Last Revised Date: ~~03/09/01/2006~~2022 | Last Reviewed Date:
~~03/09/01/2006~~2022

As part of the district's site selection process, the Superintendent or designee shall:

1. Meet with appropriate local government recreation and park authorities to review all possible methods of coordinating the planning, design, and construction of new school facilities and school sites or major additions to existing school facilities and recreation and park facilities in the community. (Education Code 35275)
2. Notify the appropriate local planning agency in writing and request its report and recommendations regarding the proposed site or proposed addition's conformity with the adopted general plan. (Government Code 65402; Public Resources Code 21151.2)
3. Have the site investigated by competent personnel with regard to population trends, transportation, water supply, waste disposal facilities, utilities, traffic hazards, surface drainage conditions, and other factors affecting initial and operating costs. This investigation shall include geological and soil engineering studies to preclude locating the school on terrain that has the potential for earthquake or other geologic hazard damage as specified in Government Code 65302. (Education Code 17212-17212.5)

CSBA NOTE: Education Code 17212.2, ~~as added by AB 2485 (Ch. 505, Statutes of 2004)~~, authorizes the district to request information from the following entities in order to evaluate the safety of a proposed site.

4. ~~As necessary,~~ Make a written request for information necessary or useful to assess and determine the safety of a proposed school site, or an addition to an existing school site, from a person, corporation, public utility, locally publicly owned utility, or governmental agency regarding pipelines, electric transmission and distribution lines, railroads, and storage tanks in accordance with law. (Education Code 17212.2, 17251)
5. Ensure that the site meets state standards for school site selection as specified in 5 CCR 14010-14012.

CSBA NOTE: Pursuant to Public Resources Code 21092, 21092.2, 21092.3, and 21152, as amended by AB 819 (Ch. 97, Statutes of 2021), districts are required to (1) post specified notices to the district's web site, (2) submit a notice of determination or notice of exemption with the county clerk electronically, if that option is offered by the county clerk, and (3) file an environmental notice with the Office of Planning and Research using their online process.

6. Ensure compliance with the California Environmental Quality Act (CEQA) as required by law. including posting required notices to the district web site. (Public Resources Code 21000-21177)

CSBA NOTE: AB 1358 (Ch. 229, Statutes of 2005) amended Education Code 17215 to require notification to the California Department of Education (CDE) if the district is leasing a site near an airport.

7. ~~Notify the California Department of Education in writing before acquiring title or leasing the site~~ if the proposed site is within two miles of the air line of an airport runway or proposed runway, ~~before acquiring title to or leasing the site, notify the California Department of Education in writing.~~ (Education Code 17215)

CSBA NOTE: Education Code 17213 prohibits the approval of a school site within 500 feet from the freeway or other busy traffic corridor, unless the district performs an air quality analysis as specified in law.

- 8. ~~If~~ Conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213 if the proposed site is within 500 feet of the edge of the closest traffic lane of a freeway or other busy traffic corridor, ~~conduct an air quality analysis pursuant to Health and Safety Code 44360 and Education Code 17213~~ and determine that the air quality at the proposed site is such that neither short-term nor long-term exposure poses significant health risks to students. (Education Code 17213)

CSBA NOTE: Pursuant to ~~Education Code 17213.1~~, ~~both~~ Both a Phase I environmental assessment and a preliminary endangerment assessment, if necessary, must be conducted pursuant to Education Code 17213.1 to determine whether a release of hazardous materials has occurred, as provided in ~~item~~ Item #1 below. The district must submit these documents to ~~the~~ CDE and the Department of Toxic Substance Control (DTSC) for review. If hazardous substances are disclosed, Education Code 17213.1 authorizes DTSC to order the district to complete certain "response actions" prior to securing state funding.

In the selection and development of projects funded pursuant to the School Facilities Program of 1998 (Proposition 1A) as contained in Education Code 17070.10-17077.10, the Superintendent or designee shall:

- 1. Determine whether the proposed site is free of toxic contamination by ensuring that a Phase I environmental assessment and/or preliminary endangerment assessment is conducted as required by law (Education Code 17213.1)

The Superintendent or designee shall ensure that the preliminary endangerment assessment is made available for public review and comment in accordance with Education Code 17213.1.

- 2. ~~Annually submit a~~ Submit an annual summary report of expenditures to the State Allocation Board in accordance with law (Education Code 17076.10)
- 3. Include in the plans a hard-wired connection to a public switched telephone network or utilization of wireless technology (Education Code 17077.10)

CSBA NOTE: The Office of Public School Construction recommends that districts consult with legal counsel to ensure compliance with the disabled veteran provisions of ~~item~~ Item #4 below.

- 4. Establish a participation goal of at least three percent, per year, of the overall dollar amount expended each year by the district for disabled veteran business enterprises (Education Code 17076.11)

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
14 CCR 15000-15285	Implementation of California Environmental Quality Act of 1970
5 CCR 14001-14036	Minimum <u>School Facilities Construction: general</u> standards

CCP_ 1263.710-1263.770	Remediation of hazardous substances on property to be acquired by school district
Ed. Code 17006	Definition of self-certifying district
Ed. Code 17024	Prior written approval of CDE for selection of school site or construction of building
Ed. Code 17070.10-17077.10	Leroy F. Greene School Facilities Act of 1998
Ed. Code 17210-17224	<u>General School Sites: general provisions (school sites)</u>
Ed. Code 17240-17245	New Schools Relief Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17251-17256	<u>Powers CDE powers concerning buildings and building sites</u>
Ed. Code 17260-17268	Plans and specifications for school facilities
Ed. Code 17280-17317	Field Act; approval of plans and supervision of construction
Ed. Code 17565-17592.5	Board duties fe ; management and control of school property
Ed. Code 35271	Power to acquire and construct on adjacent property
Ed. Code 35275	New school planning; cooperation with recreation and park authorities
Gov. Code 53094	Authority to render zoning ordinances inapplicable
Gov. Code 65402	Acquisition or disposition of property
Gov. Code 65995-65997	Developer fees
Gov. Code 66455.9	Written notices of proposed public school site within development; investigation and report; conditions for acquisition
H&S Code 44360	Risk assessment
Pub. Res. Code 21000-21177	California Environmental Quality Act of 1970
Management Resources	Description
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 130 (1999)
Website	Department of General Services, Office of Public School Construction
Website	California Department of Education, School Facilities
<u>Website</u>	<u>Department of Toxic Substances Control</u> (https://dtsc.ca.gov/)
<u>Website</u>	<u>Governor's Office of Planning and Research</u> (https://opr.ca.gov/ceqa/)

Cross References

Code	Description
<u>1113</u>	<u>District and School Web Sites (BP/AR/E(1))</u>
1220	Citizen Advisory Committees
1220	Citizen Advisory Committees

1330.1	Joint Use Agreements
3311.2	Lease-Leaseback Contracts
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
5142.2	Safe Routes To School Program
5142.2	Safe Routes To School Program
7000	Concepts And Roles
7110	Facilities Master Plan
7131	Relations With Local Agencies
7140	Architectural And Engineering Services
7140	Architectural And Engineering Services
7210	Facilities Financing
9000	Role Of The Board
9320	Meetings And Notices
9323.2	Actions By The Board
9323.2-E PDF(1)	Actions By The Board
9323.2-E PDF(2)	Actions By The Board

Bylaw 9100: Organization

Status: ADOPTED

Original Adopted Date: 09/01/1992 | Last Revised Date: ~~07/09/01/2015~~ 2022 | Last Reviewed Date:
~~07/09/01/2015~~ 2022

CSBA NOTE: Pursuant to Education Code 35143, as amended by AB 486 (Ch. 666, Statutes of 2021), the Governing Board is required to set and hold an annual organizational meeting, in the manner described below, prior to the end of each calendar year. If the Board fails to select a day and time for the meeting, the County Superintendent of Schools must designate and notify all Board members and members-elect of the day and time of the meeting. A city board of education whose members are elected in accordance with a city charter may, by a rule of its board, establish a different timeline for setting the annual meeting and revise the following paragraph accordingly.

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within ~~a 15-day period beginning from~~ days following the ~~date upon which a Board member elected at that~~ second Friday in December after the regular election ~~takes office.~~. During ~~non-election~~ all other years, the meeting shall ~~may~~ be held ~~within the same 15-day period on the calendar.~~ any date in December, but no later than December 20th. (Education Code 35143)

CSBA NOTE: Unless otherwise provided by rule of the Board, the following paragraph is required pursuant to Education Code 35143. as amended by AB 486.

~~The day and time of the annual meeting shall be selected by~~ During any year in which a regular election is conducted, the Board, ~~at its~~ the regular meeting held immediately prior to the ~~first~~ second Friday in December, shall select the day and time of the organizational meeting. For any other year, the day and time of the ~~15-day period~~ organizational meeting shall be selected at the last regular meeting held immediately before the annual meeting. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the ~~clerk of the Board, with the assistance of the Superintendent,~~ shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

CSBA NOTE: The following items should be modified to reflect district practice. Education Code 35022 requires all boards with five or more members to elect a president. Education Code 35143 requires the election of a clerk and a president for high school, union high school, and joint union high school districts. City boards of education are required to elect only a president or a president and vice president, and all other types of districts are required to elect a clerk. For more information about election of officers, see the section "Election of Officers" below.

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures

CSBA NOTE: Item #4 below promotes the adoption of a Board calendar to ensure the scheduling of important governance matters such as evaluation of the Superintendent, Board self-evaluation, budget meetings, goal setting, and policy and program reviews.

4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters
5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

CSBA NOTE: Item #6 below is recommended by CSBA through its governance trainings, including the Masters in Governance program.

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

Election of Officers

CSBA NOTE: Option 1 below is for districts that rotate offices so that each Board member has the opportunity to become president, while Option 2 is for districts that each year elect their entire slate of officers. The following options should be revised to reflect the sequence of offices used in the district.

OPTION 1: The Board shall each year elect one of its members to be (clerk)/(vice president). This member shall be one who previously has not served in office, unless all the Board's members have previously served in office. After serving one year as (clerk)/(vice president), the elected member shall serve one year as president of the Board.

OPTION 1 ENDS HERE

OPTION 2: The Board shall each year elect its entire slate of officers.

OPTION 2 ENDS HERE

CSBA NOTE: The following optional sentence may be used with Option 2.

No Board member shall serve more than consecutive year(s) in the same office.

CSBA NOTE: The following sentence may be used by all districts regardless of the option selected above. The California Attorney General has disapproved secret ballot voting in open meetings, as well as the casting of mail ballots (68 Ops.Cal.Atty.Gen. 65, 1985). As long as they do not use secret ballots, boards may elect their officers in any way they choose.

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Policy Reference UPDATE Service

Copyright 2022 by **California School Boards Association**, West Sacramento, California 95691
All rights reserved.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35143	Annual organizational meetings; date and notice
Ed. Code 35145	Public meetings
Ed. Code 5017	Term of office

Gov. Code 54953	Meetings to be open and public; attendance
Management Resources	Description
Attorney General Opinion	59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)
Attorney General Opinion	68 Ops.Cal.Atty.Gen. 65 (1985)

Cross References

Code	Description
9000	Role Of The Board
9005	Governance Standards
9121	President
9123	Clerk
9140	Board Representatives
9223	Filling Vacancies
9224	Oath Or Affirmation
9230	Orientation
9240	Board Training
9320	Meetings And Notices
9323	Meeting Conduct

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13a	Date: 10/26/22
Agenda Item Description: Approve job description for Preschool Director/Career Technical Education Teacher at Hamilton High State Preschool.	
Background: As part of the California State Preschool Program, a “Program Self Evaluation” is to be completed annually for Hamilton High State Preschool to monitor goals and objectives of our preschool program. As part of that process, an updated job description is needed for the Preschool Director.	
Status: Pending board approval.	
Fiscal Impact: None.	
Educational Impact: Maintain an effective annual program self-evaluation process.	
Recommendation: Recommend Board approve job description for Preschool Director/Career Technical Education Teacher.	

**HAMILTON UNIFIED SCHOOL DISTRICT
Job Description**

**JOB TITLE: PRESCHOOL DIRECTOR / CAREER TECHNICAL EDUCATION TEACHER
(Education, Child Development, and Family Services)**

SALARY RANGE: Certificated	DIVISION: Director/Teacher – Preschool
DEPARTMENT: Certificated Staff	LOCATION: Hamilton High State Preschool
REPORTS TO: District Administration or Designee	WORK YEAR: 184
APPROVED BY: Governing Board	DATE: October 26, 2022

SUMMARY:

Preschool Director - Under the supervision of the Superintendent, the preschool director/ Career Technical Education Teacher is jointly responsible for the development, implementation and management of early childhood classroom. Has knowledge of and experience with state subsidized child care, development programs and related support services: developmentally appropriate practices and curriculum: orients, trains, and supervises staff and supports volunteers and parents; coordinates recruitment and enrollment of eligible children; develops, establishes and maintains relationships with communities, related agencies, school administration and teaching staff; compiles data and prepares required reports.

Career Technical Education Teacher - Provides instruction for Career with Children course as determined by course assignment. Instruction includes classroom related safety practices and procedures, career awareness, classroom instruction and development, and monitoring in the classroom environment. Coordinates efforts with college curriculum and Hamilton High State Preschool to provide oversight and organization of all career educational requirements.

ESSENTIAL DUTIES AND RESPONSIBILITIES: (Any one position may not include all duties listed; the listed examples do not include all duties and responsibilities)

Preschool Director

1. Coordinate recruitment, and enrollment process of eligible children.
2. Provide instruction, care and assistance to preschool children in a classroom; develop and implement lesson plans and instructional activities to meet the social-emotional, physical and cognitive needs of children and enhance school/ kindergarten readiness.
3. Coordinate, support staff and volunteers, instructional activities and resources to meet the needs of preschool students;
4. Train and complete evaluation of performance of staff; participate in the interview and selection process of employees and recommend transfers, reassignment, termination and disciplinary actions. Plan, direct and supervise the work performed by teachers, professionals and others at the school site.
5. Monitor and assess student needs and progress with standards-based and observational assessment; establish individual student goals and objectives; develop and implement instructional activities to enhance student skills in designated developmental areas; summarize data and share during parent conferences.
6. Prepare, maintain, and submit records, reports and files related to student progress, needs, attendance, incidents, health, assessment, injuries, food service and assigned activities; maintain sign-in logs; Prepare and submit yearly comprehensive narrative and statistical self-evaluation.
7. Maintain learning environment in a safe, orderly and clean manner in order to provide a safe and clean environment. Relevant duties may include cleaning tables and floors; clean, set up, and set out

- toys, equipment and instructional materials as necessary.
8. Oversee and participate in meal and snack times and required record-keeping; assist children with eating activities; wash children's hands and faces after play times and meals; assist children with toileting and change diapers and soiled clothing as needed
 9. Communicate with District personnel and outside agencies to initiate referrals and/or exchange information, coordinate activities and resolve issues or concerns or identified barriers, access services.
 10. Participate in child and family study team meeting, incorporate IEP goals and objectives into the center program, and cooperate with speech therapists, physical therapists, psychologist, behavior consultants and other ancillary support personnel.
 11. Attend and conduct parent, staff and other conferences and meetings as directed; provide information to parents, staff and others concerning instructional activities, student needs and related functions; collaborate with other staff and parents in the development and implementation of Individualized Education Plan goals and objectives; attend in-services as directed. Orients, trains, and supervises a team of teachers.
 12. Comply with mandated reporting requirements including (but not limited to) Community Care Licensing, Performance Standards, State Funding Terms and Conditions, Child Protective Services, and Worker's Compensation.
 13. Operate variety of office and instructional equipment including a computer and assigned software; arrange for classroom and equipment maintenance and repairs as needed.
 14. Monitor inventory levels of classroom supplies; order, receive and maintain inventory of classroom supplies.
 15. Make administrative and budget decisions. Select, requisition books, upgrade materials, supplies, maintain inventory records and request resource speakers and field trips.
 16. Performs basic attendance accounting and business services as required in accordance with laws and school policies.
 17. Knowledge of current trends in the field of child development.

Career Technical Education Teacher

1. Ability to effectively present, and create lesson plans for Careers with Children curriculum. Instruct students to exam the underlying theoretical principles of developmentally appropriate practices applied to programs and environments, emphasizing the key role of relationships, constructive adult-child interactions, and teaching strategies in supporting physical, social, creative and intellectual development for all children.
2. Ability to instruct students to review the historical roots of early childhood programs and the evolution of the professional practices promoting advocacy, ethics and professional identity.
3. Provide organized individual and small group instruction.
4. Ability to establish and maintain a standard of student behavior needed to provide an orderly, productive classroom environment. Able to enforce rules and disciplinary action.
5. Maintain proper student information including grading tests and conducting progress reports. Use multiple assessments to identify, monitor, assess and evaluate academic and career skills achievement of students.
6. Identifies student needs, cooperates with other professional staff members in assessing, counseling, and helping students solve health, attitude and learning problems. Communicate with parents and counselor to discuss individual student progress.

Marginal Functions:

1. Exercise supervision and care over books, supplies, and equipment; instruct students on proper use and preservation of school properties.
2. Maintain a clean and safe classroom environment.
3. Procure and order supplies and equipment.

QUALIFICATION REQUIREMENTS:

Education:

Bachelor's degree from an accredited college or university.

Credential:

Possession of a valid California credential, or equivalent, which authorizes teaching of the assigned subjects/students; hold or qualify for Child Development Site Supervisor permit or higher; to include 24 units of ECE/CD, 6 units of administration, and 3 units of adult supervision, EMSA (Pediatric CPR / first aid) Certification and Prevention Health Class, English Learner Authorization; No Child Left Behind Act (NCLB)/Elementary and Secondary Education Act (ESEA) certification for self-contained classes or in the the subject(s) being taught in a core class; Dual Immersion Teachers must possess a BCLAD (Bilingual, Cross cultural, Language and Academic Development) in the language used for student instruction

Knowledge, Skills, Abilities, and Personal Characteristics:

Knowledge of the fundamental principles and accepted practices, current trends, literature and research related to the grade(s) and courses taught; knowledge of teaching strategies and classroom management; knowledge of applicable laws, codes, regulations, policies and procedures; knowledge of record-keeping and report preparation techniques; ability to plan, organize, prioritize and manage time; ability to communicate effectively with students, parents, peers, administrators, and other district personnel, both individually and in a group; ability to observe, monitor, and evaluate student progress and behavior; ability to establish and maintain cooperative and effective working relationships with others; possess a positive attitude towards students, learning and teaching; knowledge of assessment tools; demonstrate flexibility and responsiveness; maintain consistent, punctual and regular attendance.

Health

Physical and mental fitness to engage in teaching service as certified by a licensed physician, surgeon, or medical officer (CA Education Code Section 44893); evidence of freedom from active tuberculosis (CA Education Code Section 49406).

WORKING CONDITIONS

Work Environment:

Indoor classroom environment, occasionally outdoors; continuous contact with staff, students, and the public; may drive a vehicle to conduct work.

Physical Characteristics: (with or without the use of aids; consideration will be given to reasonable accommodation).

Ability to speak in an understandable voice with sufficient volume to be heard in normal conversation, on the telephone, and in addressing groups; physical, mental, and emotional stamina to endure long hours under sometimes stressful conditions; sufficient vision to read printed material; sufficient hearing to conduct in-person and telephone conversations; sufficient physical mobility to move about the district and drive a car. Dexterity of hands and fingers to operate standard office and classroom equipment. Sitting, standing, walking, and may involve some running. Bending at the waist, kneeling or crouching to assist students. Reaching overhead, above the shoulders and horizontally. Exert 10-25 pounds of force occasionally to lift, carry, push, pull or otherwise move objects; may occasionally lift and stack heavy objects not to exceed 30 lbs. Seeing to read a variety of materials and monitor student activities. Hearing and speaking to exchange information.

This job description is not a complete statement of essential functions and responsibilities. The district retains the discretion to add or change typical duties of a position at any time.

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13b	Date: 10/26/22
Agenda Item Description: Approve updated Other Duty 2022-23 salary schedule – clarification language only.	
Background: Clarification language on the Other Duty salary schedule is needed to identify how positions are paid.	
Status: Pending board approval.	
Fiscal Impact: None.	
Educational Impact: None.	
Recommendation: Recommend Board approve updated Other Duty 2022-23 salary schedule – clarification language only.	

**Hamilton Unified School District
OTHER DUTY
Salary Schedule 2022-23**

Position			Pay
Driver's Training Instructor	\$	35.00	hour
Gate Duty	\$	30.00	per athletic event, not per hour
Football Gate Duty	\$	37.00	per athletic event, not per hour
AG Project Visitation		One-Period	N/A
Adult Ed. Teacher I	\$	31.91	hour
Student Helpers	\$	Minimum wage	
Summer School Teacher/ Saturday School Teacher	\$	45.00	hour

COLA - 5% board approved 3/23/22 (5% for Adult Ed Teacher I only), effective 7/1/22

Increase to "Summer School Teacher/Saturday School Teacher" rate, from \$30 per hour to \$45 per hour effective 6/6/2022

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13c	Date: 10/26/22
--------------------------------	-----------------------

Agenda Item Description:
 Authorize Superintendent or designee to enter into an agreement with the lowest responsive bidder for the Hamilton Elementary School Restroom Alterations Project.

Background:
 The purpose of this item is to update the Board of Education on the Alterations at Existing Restrooms at the Hamilton Elementary School. The project, Architect and Construction Manager for the project were previously approved by the Board of Education as indicated below:

Project: Board approved 01/26/2022
 Architect: Eagle Architects Board approved 01/26/2022
 Construction Management: A-Line Board approved 8/24/2022

- Project Summary:**
- Demolition and Abatement of walls, ceilings, floors, doors, partitions, lights and all fixtures (sinks, toilets and urinals).
 - Widening the door openings and installing new doors at both restrooms.
 - Installation of all new finishes on walls, floors and ceilings
 - Installation of all new toilet compartments, lights, toilets, sinks and urinals. Saw cut and replace under slab waste and water.
 - Installation of new water heater and hot water circulating pump
 - Installation of new ventilation louvers and exhaust fans.

The District will receive sealed bids for this project on November 8, 2022. The abatement and demolition portion of the work will be impactful (noisy) and should be performed while students are not on campus. In order to start the work over the Thanksgiving break, we request that the Board of Education grant pre-approval of the project within the budget outlined below.

It is recommended that the Board of Education authorize the Superintendent or designee to enter into an agreement with the lowest responsive bidder, for the project.

The results of the bid will be brought back to the Board of Education at the next scheduled meeting for ratification of the bid award.

Projected Expenses:

Construction Budget	Soft Cost Budget	Total
\$237,000.00	\$83,283.00	\$333,533.00

Status:
 Pending Board Approval

Fiscal Impact:
 To be included in the estimated construction budget outlined above allocated from Bond Fund and ESSER III.

Educational Impact:
 None.

Recommendation:
 Recommend Board authorize Superintendent or designee to enter into an agreement with the lowest responsive bidder for the Hamilton Elementary School Restroom Alterations Project.

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13d	Date: 10/26/22
Agenda Item Description: Approve NV5 Proposals for Construction Quality Assurance/Inspection Services for Hamilton Elementary and Hamilton High School Solar Array Installations.	
Background: In accordance with the 2019 California Building Code (CBC) and the DSA approved plans and specifications, HUSD must retain a Geotechnical Inspector and Lab independent of our contractor, Climatec, to provide basic CQA testing and inspection services for the Solar Array installations at Hamilton High School and Hamilton Elementary. NV5 proposes to perform the inspection and testing services specified in the DSA approved plans (DSA-103) and the 2019 CBC. Estimated Fees are \$26,845 in total: Hamilton Elementary Solar Array Inspection Services: \$12,460.20 Hamilton High School Solar Array Inspection Services: \$14,384.80	
Status: Pending Board Approval	
Fiscal Impact: \$26,845 from the general fund	
Educational Impact: N/A	
Recommendation: Recommend Board approve NV5 Proposals for Construction Quality Assurance/Inspection Services for Hamilton Elementary and Hamilton High School Solar Array Installations.	

October 7, 2022
Proposal No. PC22.121

Ms. Tiffany Wilhelm
District Executive Assistant & Special Projects Manager
Hamilton Unified School District (HUSD)
620 Canal Street, P.O. Box 488
Hamilton City, California 95951
TWilhelm@hustdschools.org

REFERENCE: **Hamilton High School – Solar Structures**
620 Canal Street
Hamilton City, Glenn County, California

SUBJECT: **Proposal for Construction Quality Assurance Services**

Dear Ms. Wilhelm,

As requested, NV5 prepared this proposal to provide construction quality assurance (CQA) services during construction of the proposed solar structure improvements to be located on the existing Hamilton High School campus. NV5's CQA special inspection and testing services will include performing field observations and testing, special inspection and laboratory testing in accordance with the 2019 California Building Code (CBC) and the DSA approved plans and specifications. NV5's office and materials testing laboratory in Chico hold a distinct advantage with certifications and accreditations from the DSA Laboratory Evaluation and Acceptance (LEA) program as LEA Laboratory #284. This accreditation authorizes the NV5 Chico laboratory and special inspection personnel to provide laboratory testing, construction quality assurance, and special inspection on public school improvement projects. The following presents NV5's understanding of the project and the proposed CQA testing and special inspection services.

1.0 PROJECT UNDERSTANDING

Based on NV5's review of the DSA-103 document for the proposed solar improvements and review of *Hamilton Unified School District Solar: Hamilton High School* improvement plans, dated 07/15/22 and prepared by Climatec, LLC, two solar structures are proposed in the northern and southern existing parking lots of the Hamilton HS campus. NV5 assumes the solar structures will utilize hollow structural steel columns with light gauge structural steel cantilevered beams supported on cast-in-drilled-hole (CIDH) concrete pier foundations. Photovoltaic (PV) modules will be installed on purlins supported on the beams. The CIDH pier foundations will support tube steel columns and the canopy. NV5 understands that previously approved DSA plan check (PC) foundation plans are being utilized for design of the CIDH pier foundations. Associated development is anticipated to include construction of exterior slab-on-grade concrete flatwork, underground utilities and landscaping.

2.0 WORK SCOPE

NV5 proposes to perform the following tasks as basic CQA testing and special inspection services with no other additional services included: Task 1 Earthwork Observation and Testing Services, Task 2 Special Inspection and Testing Services and Task 3 Engineering Oversight and Certification Report Preparation. Each task is described in the following:

TASK 1. EARTHWORK OBSERVATION AND TESTING SERVICES

In general, Earthwork Observation and Testing Services will be performed as specified in the DSA approved plans, DSA -103, and the 2019 CBC. NV5's responsible engineer and engineering technicians will perform the following CQA testing services:

- Review the approved plans and specifications, meet and discuss requirements with owner, contractor, construction managers, architect and other team members.
- Observe pier foundation drilling operations and maintain complete and accurate records of each pier excavation. Confirm pier diameter, plumbness and embedment depth.
- Prepare daily field reports to document the following CQA observation made during each of our site visits: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used and personnel; CQA compaction testing and other pertinent CQA information.

TASK 2. SPECIAL INSPECTION AND TESTING SERVICES

In general, Special Inspection and Testing Services will be performed as specified in the DSA approved plans, DSA-103, and the 2019 CBC. NV5's certified special inspectors and material testers will perform the following services:

- Provide periodic special inspection, sampling, and destructive testing of reinforcing steel and anchor bolts fabricated offsite. This will include identifying, sampling, testing, and tagging reinforcing steel and anchor bolts as required prior to shipment to the site.
- Perform testing during casting of structural concrete. Concrete special inspection will be limited to sampling and testing fresh concrete in accordance with ASTM C39. Field tests will include slump, air content, unit weight for lightweight concrete and temperature measurements. For foundations, sets of 5 cylinders will be cast for each day's placement or per each 50 cubic yards. For slab-on-grade flatwork, sets of 5 cylinders will be cast for each day's placement or per each 5,000 square feet. Compressive strength will be tested at 7 days (1 cylinder) and 28 days (3 cylinders) with one hold cylinder. If shorter hold time compressive strength tests are required, such as 3-day, 5-day or 14-day, additional cost per each test will be incurred.
- Perform special inspection and testing during batching and placement of high strength non-shrink grout below column base plates. Testing will be limited to the casting of one set of 3 cubes for each day's placement. Compressive strength will be tested at 28 days (3 cubes). If shorter hold time compressive strength tests are required, such as 3-day, 5-day or 14-day, additional cost per each test will be incurred.

NV5

- Provide special inspection during fabrication of structural steel. Shop fabrication inspection will be limited to identification of material to be used during fabrication, review of fabrication shop's procedures and personnel qualifications, inspection of welded connections, and non-destructive and destructive testing as needed during fabrication.
- Provide special inspection during installation of structural steel. Structural steel installation will consist of field welding and high-strength bolting. Sample and test high strength bolt fastener sets in accordance with DSA requirements.
- Prepare daily field reports to document the observation made during each site visit: weather conditions; contractor's work activities; contractor's workmanship; work progress; completed work products, equipment used and personnel; testing and other pertinent CQA information.

TASK 3. ENGINEERING OVERSIGHT AND CERTIFICATION REPORT PREPARATION

NV5's project manager will provide oversight of the CQA and special inspection services performed, including review of contractor's submittals, change orders and/or requests for information submittals, and attendance at project meetings, as needed. The daily field reports and laboratory test reports will be uploaded to the DSA Box online.

NV5's Lab Engineer will oversee and certify the structural materials testing performed in accordance with the DSA approved plans and specifications and submit a DSA-291 verified report for all testing and inspection performed.

3.0 SCHEDULE

NV5 can provide the services outlined above upon receipt of your authorization to proceed. The time required for our services is solely dependent on the contractor's schedule. NV5 requests a minimum 48-hour notification period prior to a requested site visit; however, we will make every effort to meet the contractor's needs if site circumstances do not allow for the entire 48-hour notification period.

4.0 FEE ESTIMATE

NV5 proposes to perform this work scope on a time and expense basis, as called and needed, for an estimated fee of \$14,384.80 in accordance with NV5's 2022 Fee Schedule (Attachment 1), and NV5's Agreement for Construction Quality Assurance and Geotechnical Services (Attachment 2). An itemization of our fee estimate is included as Attachment 3. However, because NV5's services are highly dependent upon the various contractor's schedules and efficiencies, sequencing and craftsmanship, the costs to complete the actual work may differ from the estimated amount above. NV5 will bill for the actual time and materials required to complete the scope of work. Travel and offsite services will be charge at non-prevailing wage rates. The cost estimate assumes an 8-hour work period of Monday through Friday excluding weekends and holidays.

5.0 CONTRACT AGREEMENT

Please sign the attached Agreement for Construction Quality Assurance and Geotechnical Services contract to indicate your acceptance of this proposed work scope, schedule and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please email the signed contract agreement to Dominic Potestio at Dominic.Potestio@NV5.com. Upon its receipt, NV5 will sign and issue to you a copy of the fully executed contract agreement for your records.

6.0 CLOSING STATEMENT

Please call the undersigned if you have any questions or need additional information at (530) 894-2487. Thank you for selecting NV5 to prepare a proposal to provide construction quality assurance and special inspection services for this important project.

Sincerely,

NV5



Dominic J. Potestio, PE
Senior Engineer



Shane D. Cummings, CEG
Associate Engineering Geologist

Attachments:

1. NV5 2022 Fee Schedule
2. NV5 Agreement for Construction Quality Assurance and Geotechnical Services
3. NV5 Special Inspection Detailed Cost Estimate

2022 FEE SCHEDULE - CHICO

PERSONNEL	HOURLY RATE
Project Assistant	\$85
AutoCAD Operator	\$105
Technical Editor.....	\$90
Assistant Engineer/Geologist.....	\$120
Staff Engineer/Geologist I	\$143
Staff Engineer/Geologist II	\$148
Project Engineer/Geologist I.....	\$165
Project Engineer/Geologist II.....	\$170
Senior Engineer/Geologist	\$175
Associate Engineer/Geologist	\$190
Principal.....	\$240
Expert Testimony and Deposition (four-hour minimum)	\$350
Laboratory Technician Shop Rate.....	\$90
Engineering Technician I.....	\$95
Engineering Technician II.....	\$105
Engineering Technician III.....	\$110
Shop Welding Inspector	\$107
Certified Welding Inspector (CWI/AWS).....	\$119
Non-Destructive Testing (NDT) Technician	\$119
Project Manager I/Construction Services Manager I	\$130
Project Manager II/Construction Services Manager II.....	\$156
Senior Project Manager/Construction Services Manager III	\$175

PREVAILING WAGE SERVICES	HOURLY RATE
Field Soils and Materials Tester, Soils/Asphalt.....	\$127
ACI Concrete Tester	\$126
ICC Fireproofing.....	\$124
Proofload/Torque Testing.....	\$124
AWS/CWI Certified Welding Inspector.....	\$134
ASNT Level II Non-Destructive Testing (NDT).....	\$140
ICC Certified Structural Inspector.....	\$131
DSA Masonry/Shotcrete and Lead Inspector	\$140
Travel Time – Tester/Inspector	\$85

FIELD EQUIPMENT	UNIT RATE
Cone Penetrometer	\$123 Half Day/\$196 Full Day
Core Drill Machine	\$168 Half Day/\$278 Full Day
DAQ III/Seismic Refraction Survey	\$380/Day
Ground Penetrating Radar/Profometer.....	\$440/Day
Schmidt Hammer.....	\$26/day
Mini-Excavator (Bobcat E 35, or equivalent).....	\$500 Half Day/\$1000 Full Day
Tension Ram	\$34/Day
Simple Field Infiltrometer.....	\$90/Day

Notes

- For inspection call - out between 0 and 4 hours a minimum charge of 4 hours will be charged. Eight hours will be charged for work performed over 4 hours up to eight hours. Actual time will be charged for work performed over 8 hours, rounded up to the nearest half hour.
- A minimum 2-hour fee will be charged for scheduled site visits not cancelled in advance of arrival.
- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.76 per mile.
- Outside services will be billed at our cost, plus 20 percent.
- Overtime rates for Saturday or over 8 hours/day: hourly rate times 1.5/Hour.
- Double time rates for Saturday, Sunday, holiday, over 8 hours/day, or over 12 hours/day: hourly rate times 2/Hour.
- Prevailing wage second shift rates: hourly rate plus \$20/Hour.
- Per Diem will be billed at cost plus 20 percent unless other arrangements are made.

2022 LABORATORY TESTING SERVICES -CHICO

Soil	Aggregate	Concrete	Asphalt	ASTM TEST METHODS	UNIT COST
				■ ASTM A615 Reinforcing Steel Bend & Tensile Test to #6	\$124
				■ ASTM C39 Concrete Compressive Strength, 4x8	\$34
				■ ASTM C39 Concrete Compressive Strength, 6x12	\$50
				■ ASTM C40 Organic Impurities in Fine Aggregates for Concrete	\$42
				■ ASTM C78 Flexural Strength of Concrete	\$115
				■ ASTM C140 CMU Strength, Unit Weight, Absorption	\$250
				■ ASTM C780, C109 Compressive Strength Mortar	\$34
				■ ASTM C1019 Compressive Strength Grout	\$34
				■ ASTM C1314 Compressive Strength Masonry Prisms	\$125
■	■			■ ASTM C136 D422A Full Sieve Particle Size Analysis	\$148
■				■ ASTM D422B Long Hydrometer Particle Size Analysis (specific gravity not included)	\$148
■	■			■ ASTM D422C Full Sieve w/ Long Hydrometer Particle Size Analysis (specific gravity not included)	\$195
■	■			■ ASTM D698, D1557 Compaction Curves (4-inch mold)	\$224
■	■			■ ASTM D698, D1557 Compaction Curves (6-inch mold)	\$235
■	■			■ ASTM D854 Specific Gravity	\$100
■	■	■		■ ASTM C117, D1140 No. 200 Mesh Wash Particle Size Analysis	\$96
■	■			■ ASTM C131, CTM 211 Abrasion Resistance by LA Rattler	\$217
■				■ ASTM D2166 Unconfined Compression Shear Strength	\$122
■	■			■ ASTM D2216 Oven Moisture Content	\$34
■	■			■ ASTM D2419 Sand Equivalent	\$120
■	■			■ ASTM D2434 Constant Head Permeability	\$300
■	■			■ ASTM D2435 One-Dimensional Consolidation	\$280
■	■			■ ASTM D2844 Resistance Value	\$302
■	■			■ ASTM D2850 Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$162
■	■			■ ASTM D2937 Density-Moisture	\$39
■				■ ASTM D3080 Direct Shear Strength (3 points minimum)	\$336
■				■ ASTM D4318 Atterberg Indices (Dry Method)	\$169
■				■ ASTM D4767 Consolidated, Undrained, Triaxial Shear Strength (per point)	\$195
■				■ ASTM D4829 Expansion Index (UBC Expansion Index)	\$168
■				■ ASTM D4832 Strength of CLSM	\$49
■				■ ASTM D5084 Falling Head Permeability	\$278
				■ ASTM E605 Sprayed Fire-Resistive Materials Thickness and Density	\$104
CALIFORNIA TEST METHODS					UNIT COST
■	■	■	■	■ CTM 202 Analysis of Fine Coarse Aggregate	\$146
	■		■	■ CTM 205 Percent of Crushed Particles	\$96
	■	■	■	■ CTM 206 Specific Gravity/Absorption Coarse Aggregate	\$118
	■	■	■	■ CTM 207 Specific Gravity/Absorption Fine Aggregate	\$118
	■		■	■ CTM 208 Apparent Specific Gravity of Fine Aggregate	\$108
■	■		■	■ CTM 216 Maximum Wet Density Determination	\$238
■	■	■	■	■ CTM 217 Sand Equivalent	\$120
■	■	■	■	■ CTM 226 Moisture Content by Oven	\$34
■	■	■		■ CTM 227 Evaluating Cleanness of Coarse Aggregate	\$112
	■	■		■ CTM 229 Durability Index	\$168
	■	■	■	■ CTM 234 Uncompacted Void Content of Fine Aggregate	\$118
	■		■	■ CTM 235 Percent of Flat and Elongated Particles	\$97
		■	■	■ CTM 308 Bulk Density Hot Mix Asphalt (HMA)	\$42
		■		■ CTM 309 Max Specific Gravity of HMA	\$179
		■		■ CTM 370 Moisture Content with Microwave	\$27
		■		■ CTM 382 Asphalt Content by Ignition Method	\$176
		■		■ CTM 382 Asphalt Content by Ignition Method Correction Factor Development	\$538
		■		■ Caltrans LP 2, 3, 4 Aggregate Asphalt and Dust Proportion	\$179
OTHER TEST METHODS					UNIT COST
		■		■ AASHTO T312B Gyrotory Compaction, 6" Specimen, Lab Mix (add \$110 for asphalt rubber)	\$395
		■		■ AASHTO T312B Gyrotory Compaction, 6" Specimen, Plant Mix (add \$110 for asphalt rubber)	\$345
		■		■ AASHTO T324B Hamburg Wheel Track	\$1,535
	■			■ CBC 2105A.4 CMU Bond Shear Strength of Core	\$185

This is a partial list of the most common laboratory tests. ASTM/CTM Standards are used as guidelines.



AGREEMENT FOR CONSTRUCTION QUALITY ASSURANCE AND GEOTECHNICAL SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2022, is by and between Hamilton Unified School District ("Client") and NV5, Inc ("Company").

THE PROJECT is generally described as: Hamilton High School - Solar Structures and is located at 620 Canal Street, Hamilton City, California ("Project Site").

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL TERMS AND CONDITIONS; and
- Company's PROPOSAL PC22.121 dated October 7, 2022 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A
N/A
N/A

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	CLIENT:	ENGINEER:
Signature:	_____	_____
Print Name:	_____	Shane D. Cummings
Title:	_____	Associate Engineering Geologist
Company:	Hamilton Unified School District	NV5, Inc.
Street Address:	620 Canal Street, PO Box 488	48 Bellarmine Court, Suite 40
City, State, Zip Code:	Hamilton City, CA 95951	Chico, CA 95928
Email:	_____	Shane.Cummings@NV5.com
Phone:	_____	530.894.2487
Date:	_____	_____

GENERAL TERMS AND CONDITIONS

1. **The Agreement.** This Agreement between the parties, which shall describe and govern Client’s engagement of “Consultant” to provide services (“Services”) in connection with the project (“Project”) identified in the proposal (“Proposal”), consists of the Proposal, these terms and conditions, Consultant’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client’s acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant’s presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.
2. **Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant’s recommendations are not followed.
3. **Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant’s prevailing fee schedule and expense reimbursement policy.
4. **Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant’s performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.
5. **Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client’s prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client’s request.
6. **Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant’s engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant’s opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant’s site representative, can be construed as modifying any agreement between Client and others. Consultant’s presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner’s agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor’s general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and

safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

- 7. Project Changes.** In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.
- 8. Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.
- 9. Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.
- 10. Risk Allocation and Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is less. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.
- 11. Discovery of Unanticipated Hazardous Materials.** Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re- negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.
- 12. Subsurface Conditions.** Consultant cannot know or guarantee the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.
- 13. Insurance.** Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor's general liability insurance policy.
- 14. Resolution of Disputes.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of

receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

- 15. Assigns.** Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.
- 16. Non-Solicitation & Hiring of Employees.** To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- 17. Governing Law and Survival.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.
- 18. Billing and Payment.** Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.
- 19. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.
- 20. Liability for Others.** Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.
- 21. Delays.** Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.
- 22. Waiver.** No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.
- 23. Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.
- 24. Severability.** Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.
- 25. Entire Agreement.** To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

ATTACHMENT 3

SPECIAL INSPECTION DETAILED COST ESTIMATE

PROJECT NAME:	Hamilton HS Solar Structures	PROPOSAL NO.:	PC22.121	PREPARED BY:	DJP
DESCRIPTION:	COA Services			DATE PREPARED:	10/07/22
LOCATION:	620 Canal Street, Hamilton City, CA	EST. GRAND TOTAL:	\$14,384.80	T&M	FEE SCHEDULE:
					2022

No.	TASK Description	SUBTSK NO.	Description	FIELD LABOR AND MILEAGE COSTS										LABORATORY TESTING COSTS								TASK TOTALS					
				Labor Costs							Mileage Costs			Subtotal Costs	ASTM Test Method												
				Site Time Staff Code	Unit Cost	Site Visits	Site Time Per Site Visit	Travel Time Staff Code	Unit Cost	Site Visit Travel Time	Total Labor Cost	Round Trip Mileage	Mileage Unit Cost		Total Mileage Cost	ASTM C39-4	ASTM A615	ASTM C140	ASTM C780	ASTM C1019	ASTM D1557-6			ASTM D1557-4	NA		
																Charl Comp Strength Max (ft/sec)	Knifing Slt Insl Bend to #8	CMU Unit Tests	Wire Comp Strength	Ext Comp Strength	Modd Prior Comp Crv (6" Mid)			Modd Prior Comp Crv (4" Mid)	Not Applicable		
(#)	(\$)	(#)	(hr)	(#)	(\$)	(hr)	(\$)	(miles)	(\$)	(\$)	(\$)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(#)	(\$)	(\$)					
1	Earthwork T&O		Drilled Pier Observation	FSMT	127.00	1	7.0	TRVL	85.00	1.0	974.00	25	0.76	19.00	993.00										\$0	993.00	
2	Special Inspection		Rebar Sampling/Tagging	TCH2	105.00	2	2.0	TCH2	105.00	4.0	1260.00	100	0.76	152.00	1412.00		2									\$244	1,656.00
2			Concrete Sampling/Testing (CIDH Piers)	ACI	126.00	1	3.0	TRVL	85.00	1.0	463.00	25	0.76	19.00	482.00	10										\$320	802.00
2			Concrete Sampling/Testing (Equipment Pad)	ACI	126.00	1	3.0	TRVL	85.00	1.0	463.00	25	0.76	19.00	482.00	5										\$160	642.00
2			Concrete Cylinder Pickup	TCH2	105.00	2	0.0	TRVL	85.00	1.0	170.00	25	0.76	38.00	208.00											\$0	208.00
2			Non-Shrink Grout Under Base Plates	ACI	126.00	1	3.0	TRVL	85.00	1.0	463.00	25	0.76	19.00	482.00					3						\$96	578.00
2			Shop Inspection	SHOP	107.00	3	8.0	SHOP	107.00	2.0	3210.00	60	0.76	136.80	3346.80											\$0	3,346.80
2			High-Strength Bolting	ICCS	131.00	3	7.0	TRVL	85.00	1.0	3006.00	25	0.76	57.00	3063.00											\$0	3,063.00
2			Post-Installed Anchors (Equipment Anchorage)	PLTT	124.00	1	2.0	TCH2	105.00	1.0	353.00	25	0.76	19.00	372.00											\$0	372.00
																					SUBTOTAL		\$11,660.80				

PROJECT MANAGEMENT					
PERSONNEL	CODE	RATE (\$)	UNIT	NO.	COST (\$)
Associate Eng/Geo	AE	175.00	hr	4.0	700.00
Senior Eng/Geo	SREG	169.00	hr	8.0	1,352.00
Cnstrctn Svcs Mngr I	CSM1	148.00	hr	4.0	592.00
Proj Assistant	PA	80.00	hr	1.0	80.00
SUBTOTAL					\$2,724.00

GRAND TOTAL = \$14,384.80

October 7, 2022
 Proposal No. PC22.167

Ms. Tiffany Wilhelm
 District Executive Assistant & Special Projects Manager
 Hamilton Unified School District (HUSD)
 620 Canal Street, P.O. Box 488
 Hamilton City, California 95951
TWilhelm@hudsdschools.org

REFERENCE: **Hamilton Elementary School – Solar Structure**
 277 Capay Street
 Hamilton City, Glenn County, California

SUBJECT: **Proposal for Construction Quality Assurance Services**

Dear Ms. Wilhelm,

As requested, NV5 prepared this proposal to provide construction quality assurance (CQA) services during construction of the proposed solar structure improvements to be located on the existing Hamilton Elementary School campus. NV5’s CQA special inspection and testing services will include performing field observations and testing, special inspection and laboratory testing in accordance with the 2019 California Building Code (CBC) and the DSA approved plans and specifications. NV5’s office and materials testing laboratory in Chico hold a distinct advantage with certifications and accreditations from the DSA Laboratory Evaluation and Acceptance (LEA) program as LEA Laboratory #284. This accreditation authorizes the NV5 Chico laboratory and special inspection personnel to provide laboratory testing, construction quality assurance, and special inspection on public school improvement projects. The following presents NV5’s understanding of the project and the proposed CQA testing and special inspection services.

1.0 PROJECT UNDERSTANDING

Based on NV5’s review of the DSA-103 document for the proposed solar improvements and review of *Hamilton Unified School District Solar: Hamilton Elementary School* improvement plans, dated 07/15/22 and prepared by Climatec, LLC, one solar structure is proposed in existing play field located in the western portion of the Hamilton Elementary School campus. NV5 assumes the solar structure will utilize hollow structural steel columns with light gauge structural steel cantilevered beams supported on cast-in-drilled-hole (CIDH) concrete pier foundations. Photovoltaic (PV) modules will be installed on purlins supported on the beams. The CIDH pier foundations will support tube steel columns and the canopy. NV5 understands that previously approved DSA plan check (PC) foundation plans are being utilized for design of the CIDH pier foundations. Associated development is anticipated to include construction of exterior slab-on-grade concrete flatwork, underground utilities and landscaping.

2.0 WORK SCOPE

NV5 proposes to perform the following tasks as basic CQA testing and special inspection services with no other additional services included: Task 1 Earthwork Observation and Testing Services, Task 2 Special Inspection and Testing Services and Task 3 Engineering Oversight and Certification Report Preparation. Each task is described in the following:

TASK 1. EARTHWORK OBSERVATION AND TESTING SERVICES

In general, Earthwork Observation and Testing Services will be performed as specified in the DSA approved plans, DSA -103, and the 2019 CBC. NV5's responsible engineer and engineering technicians will perform the following CQA testing services:

- Review the approved plans and specifications, meet and discuss requirements with owner, contractor, construction managers, architect and other team members.
- Observe pier foundation drilling operations and maintain complete and accurate records of each pier excavation. Confirm pier diameter, plumbness and embedment depth.
- Prepare daily field reports to document the following CQA observation made during each of our site visits: weather conditions; earthwork contractor's work activities; work progress; completed work products; equipment used and personnel; CQA compaction testing and other pertinent CQA information.

TASK 2. SPECIAL INSPECTION AND TESTING SERVICES

In general, Special Inspection and Testing Services will be performed as specified in the DSA approved plans, DSA-103, and the 2019 CBC. NV5's certified special inspectors and material testers will perform the following services:

- Provide periodic special inspection, sampling, and destructive testing of reinforcing steel and anchor bolts fabricated offsite. This will include identifying, sampling, testing, and tagging reinforcing steel and anchor bolts as required prior to shipment to the site.
- Perform testing during casting of structural concrete. Concrete special inspection will be limited to sampling and testing fresh concrete in accordance with ASTM C39. Field tests will include slump, air content, unit weight for lightweight concrete and temperature measurements. For foundations, sets of 5 cylinders will be cast for each day's placement or per each 50 cubic yards. For slab-on-grade flatwork, sets of 5 cylinders will be cast for each day's placement or per each 5,000 square feet. Compressive strength will be tested at 7 days (1 cylinder) and 28 days (3 cylinders) with one hold cylinder. If shorter hold time compressive strength tests are required, such as 3-day, 5-day or 14-day, additional cost per each test will be incurred.
- Perform special inspection and testing during batching and placement of high strength non-shrink grout below column base plates. Testing will be limited to the casting of one set of 3 cubes for each day's placement. Compressive strength will be tested at 28 days (3 cubes). If shorter hold time compressive strength tests are required, such as 3-day, 5-day or 14-day, additional cost per each test will be incurred.

NV5

- Provide special inspection during fabrication of structural steel. Shop fabrication inspection will be limited to identification of material to be used during fabrication, review of fabrication shop's procedures and personnel qualifications, inspection of welded connections, and non-destructive and destructive testing as needed during fabrication.
- Provide special inspection during installation of structural steel. Structural steel installation will consist of field welding and high-strength bolting. Sample and test high strength bolt fastener sets in accordance with DSA requirements.
- Prepare daily field reports to document the observation made during each site visit: weather conditions; contractor's work activities; contractor's workmanship; work progress; completed work products, equipment used and personnel; testing and other pertinent CQA information.

TASK 3. ENGINEERING OVERSIGHT AND CERTIFICATION REPORT PREPARATION

NV5's project manager will provide oversight of the CQA and special inspection services performed, including review of contractor's submittals, change orders and/or requests for information submittals, and attendance at project meetings, as needed. The daily field reports and laboratory test reports will be uploaded to the DSA Box online.

NV5's Lab Engineer will oversee and certify the structural materials testing performed in accordance with the DSA approved plans and specifications and submit a DSA-291 verified report for all testing and inspection performed.

3.0 SCHEDULE

NV5 can provide the services outlined above upon receipt of your authorization to proceed. The time required for our services is solely dependent on the contractor's schedule. NV5 requests a minimum 48-hour notification period prior to a requested site visit; however, we will make every effort to meet the contractor's needs if site circumstances do not allow for the entire 48-hour notification period.

4.0 FEE ESTIMATE

NV5 proposes to perform this work scope on a time and expense basis, as called and needed, for an estimated fee of \$12,460.20 in accordance with NV5's 2022 Fee Schedule (Attachment 1), and NV5's Agreement for Construction Quality Assurance and Geotechnical Services (Attachment 2). An itemization of our fee estimate is included as Attachment 3. However, because NV5's services are highly dependent upon the various contractor's schedules and efficiencies, sequencing and craftsmanship, the costs to complete the actual work may differ from the estimated amount above. NV5 will bill for the actual time and materials required to complete the scope of work. Travel and offsite services will be charge at non-prevailing wage rates. The cost estimate assumes an 8-hour work period of Monday through Friday excluding weekends and holidays.

5.0 CONTRACT AGREEMENT

Please sign the attached Agreement for Construction Quality Assurance and Geotechnical Services contract to indicate your acceptance of this proposed work scope, schedule and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please email the signed contract agreement to Dominic Potestio at Dominic.Potestio@NV5.com. Upon its receipt, NV5 will sign and issue to you a copy of the fully executed contract agreement for your records.

6.0 CLOSING STATEMENT

Please call the undersigned if you have any questions or need additional information at (530) 894-2487. Thank you for selecting NV5 to prepare a proposal to provide construction quality assurance services for this important project.

Sincerely,

NV5



Dominic J. Potestio, PE
Senior Engineer



Shane D. Cummings, CEG
Associate Engineering Geologist

Attachments:

1. NV5 2022 Fee Schedule
2. NV5 Agreement for Construction Quality Assurance and Geotechnical Services
3. NV5 Special Inspection Detailed Cost Estimate

2022 FEE SCHEDULE - CHICO

PERSONNEL	HOURLY RATE
Project Assistant	\$85
AutoCAD Operator	\$105
Technical Editor.....	\$90
Assistant Engineer/Geologist	\$120
Staff Engineer/Geologist I	\$143
Staff Engineer/Geologist II	\$148
Project Engineer/Geologist I.....	\$165
Project Engineer/Geologist II.....	\$170
Senior Engineer/Geologist	\$175
Associate Engineer/Geologist	\$190
Principal.....	\$240
Expert Testimony and Deposition (four-hour minimum)	\$350
Laboratory Technician Shop Rate.....	\$90
Engineering Technician I.....	\$95
Engineering Technician II.....	\$105
Engineering Technician III.....	\$110
Shop Welding Inspector	\$107
Certified Welding Inspector (CWI/AWS)	\$119
Non-Destructive Testing (NDT) Technician	\$119
Project Manager I/Construction Services Manager I	\$130
Project Manager II/Construction Services Manager II.....	\$156
Senior Project Manager/Construction Services Manager III	\$175

PREVAILING WAGE SERVICES	HOURLY RATE
Field Soils and Materials Tester, Soils/Asphalt.....	\$127
ACI Concrete Tester	\$126
ICC Fireproofing.....	\$124
Proofload/Torque Testing.....	\$124
AWS/CWI Certified Welding Inspector.....	\$134
ASNT Level II Non-Destructive Testing (NDT).....	\$140
ICC Certified Structural Inspector	\$131
DSA Masonry/Shotcrete and Lead Inspector	\$140
Travel Time – Tester/Inspector	\$85

FIELD EQUIPMENT	UNIT RATE
Cone Penetrometer	\$123 Half Day/\$196 Full Day
Core Drill Machine	\$168 Half Day/\$278 Full Day
DAQ III/Seismic Refraction Survey	\$380/Day
Ground Penetrating Radar/Profometer.....	\$440/Day
Schmidt Hammer.....	\$26/day
Mini-Excavator (Bobcat E 35, or equivalent).....	\$500 Half Day/\$1000 Full Day
Tension Ram	\$34/Day
Simple Field Infiltrometer.....	\$90/Day

Notes

- For inspection call - out between 0 and 4 hours a minimum charge of 4 hours will be charged. Eight hours will be charged for work performed over 4 hours up to eight hours. Actual time will be charged for work performed over 8 hours, rounded up to the nearest half hour.
- A minimum 2-hour fee will be charged for scheduled site visits not cancelled in advance of arrival.
- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.76 per mile.
- Outside services will be billed at our cost, plus 20 percent.
- Overtime rates for Saturday or over 8 hours/day: hourly rate times 1.5/Hour.
- Double time rates for Saturday, Sunday, holiday, over 8 hours/day, or over 12 hours/day: hourly rate times 2/Hour.
- Prevailing wage second shift rates: hourly rate plus \$20/Hour.
- Per Diem will be billed at cost plus 20 percent unless other arrangements are made.

2022 LABORATORY TESTING SERVICES -CHICO

Soil	Aggregate	Concrete	Asphalt	ASTM TEST METHODS	UNIT COST	
		■		ASTM A615	Reinforcing Steel Bend & Tensile Test to #6	\$124
		■		ASTM C39	Concrete Compressive Strength, 4x8	\$34
		■		ASTM C39	Concrete Compressive Strength, 6x12	\$50
		■		ASTM C40	Organic Impurities in Fine Aggregates for Concrete	\$42
		■		ASTM C78	Flexural Strength of Concrete	\$115
		■		ASTM C140	CMU Strength, Unit Weight, Absorption	\$250
		■		ASTM C780, C109	Compressive Strength Mortar	\$34
		■		ASTM C1019	Compressive Strength Grout	\$34
		■		ASTM C1314	Compressive Strength Masonry Prisms	\$125
■	■	■		ASTM C136	D422A Full Sieve Particle Size Analysis	\$148
■				ASTM D422B	Long Hydrometer Particle Size Analysis (specific gravity not included)	\$148
■	■			ASTM D422C	Full Sieve w/ Long Hydrometer Particle Size Analysis (specific gravity not included)	\$195
■	■			ASTM D698, D1557	Compaction Curves (4-inch mold)	\$224
■	■			ASTM D698, D1557	Compaction Curves (6-inch mold)	\$235
■	■			ASTM D854	Specific Gravity	\$100
■	■	■		ASTM C117, D1140	No. 200 Mesh Wash Particle Size Analysis	\$96
■	■			ASTM C131, CTM 211	Abrasion Resistance by LA Rattler	\$217
■				ASTM D2166	Unconfined Compression Shear Strength	\$122
■	■			ASTM D2216	Oven Moisture Content	\$34
■	■			ASTM D2419	Sand Equivalent	\$120
■	■			ASTM D2434	Constant Head Permeability	\$300
■	■			ASTM D2435	One-Dimensional Consolidation	\$280
■	■			ASTM D2844	Resistance Value	\$302
■	■			ASTM D2850	Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$162
■	■			ASTM D2937	Density-Moisture	\$39
■				ASTM D3080	Direct Shear Strength (3 points minimum)	\$336
■				ASTM D4318	Atterberg Indices (Dry Method)	\$169
■				ASTM D4767	Consolidated, Undrained, Triaxial Shear Strength (per point)	\$195
■				ASTM D4829	Expansion Index (UBC Expansion Index)	\$168
■				ASTM D4832	Strength of CLSM	\$49
■				ASTM D5084	Falling Head Permeability	\$278
				ASTM E605	Sprayed Fire-Resistive Materials Thickness and Density	\$104
CALIFORNIA TEST METHODS					UNIT COST	
■	■	■	■	CTM 202	Analysis of Fine Coarse Aggregate	\$146
	■		■	CTM 205	Percent of Crushed Particles	\$96
	■	■	■	CTM 206	Specific Gravity/Absorption Coarse Aggregate	\$118
	■	■	■	CTM 207	Specific Gravity/Absorption Fine Aggregate	\$118
	■		■	CTM 208	Apparent Specific Gravity of Fine Aggregate	\$108
■	■			CTM 216	Maximum Wet Density Determination	\$238
■	■	■	■	CTM 217	Sand Equivalent	\$120
■	■	■	■	CTM 226	Moisture Content by Oven	\$34
■	■	■		CTM 227	Evaluating Cleanness of Coarse Aggregate	\$112
	■	■		CTM 229	Durability Index	\$168
	■	■	■	CTM 234	Uncompacted Void Content of Fine Aggregate	\$118
	■		■	CTM 235	Percent of Flat and Elongated Particles	\$97
		■	■	CTM 308	Bulk Density Hot Mix Asphalt (HMA)	\$42
		■	■	CTM 309	Max Specific Gravity of HMA	\$179
		■		CTM 370	Moisture Content with Microwave	\$27
		■		CTM 382	Asphalt Content by Ignition Method	\$176
		■		CTM 382	Asphalt Content by Ignition Method Correction Factor Development	\$538
		■		Caltrans LP 2, 3, 4	Aggregate Asphalt and Dust Proportion	\$179
OTHER TEST METHODS					UNIT COST	
		■		AASHTO T312B	Gyratory Compaction, 6" Specimen, Lab Mix (add \$110 for asphalt rubber)	\$395
		■		AASHTO T312B	Gyratory Compaction, 6" Specimen, Plant Mix (add \$110 for asphalt rubber)	\$345
		■		AASHTO T324B	Hamburg Wheel Track	\$1,535
		■		CBC 2105A.4	CMU Bond Shear Strength of Core	\$185

This is a partial list of the most common laboratory tests. ASTM/CTM Standards are used as guidelines.



AGREEMENT FOR CONSTRUCTION QUALITY ASSURANCE AND GEOTECHNICAL SERVICES

THIS AGREEMENT, effective as of this _____ day of _____ 2022, is by and between Hamilton Unified School District ("Client") and NV5, Inc ("Company").

THE PROJECT is generally described as: Hamilton Elementary School Solar Structures and is located at 277 Capay Avenue, Hamilton City, California ("Project Site").

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL TERMS AND CONDITIONS; and
- Company's PROPOSAL PC22.167 dated October 7, 2022 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A
N/A
N/A

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	CLIENT:	ENGINEER:
Signature:	_____	_____
Print Name:	_____	Shane D. Cummings
Title:	_____	Associate Engineering Geologist
Company:	Hamilton Unified School District	NV5, Inc.
Street Address:	620 Canal Street, PO Box 488	48 Bellarmine Court, Suite 40
City, State, Zip Code:	Hamilton City, CA 95951	Chico, CA 95928
Email:	_____	Shane.Cummings@NV5.com
Phone:	_____	530.894.2487
Date:	_____	_____

GENERAL TERMS AND CONDITIONS

1. **The Agreement.** This Agreement between the parties, which shall describe and govern Client’s engagement of “Consultant” to provide services (“Services”) in connection with the project (“Project”) identified in the proposal (“Proposal”), consists of the Proposal, these terms and conditions, Consultant’s fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client’s acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant’s presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.
2. **Standard of Care.** The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change over time. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant’s recommendations are not followed.
3. **Site Access and Conditions.** Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant’s prevailing fee schedule and expense reimbursement policy.
4. **Cooperation and Project Understanding.** To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant’s performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.
5. **Sample Disposal.** Unless other arrangements are made, Consultant will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client’s prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client’s request.
6. **Construction Monitoring.** If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 6 shall apply. If Consultant’s engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant’s opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant’s site representative, can be construed as modifying any agreement between Client and others. Consultant’s presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner’s agreement with the general contractor. Client also agrees to make Consultant an additional insured under any general contractor’s general liability insurance policy. Prior to the commencement of the Work, Client shall provide Consultant with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and

safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

7. **Project Changes.** In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant’s written consent for such changes.
8. **Ownership of Documents.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Consultant in connection with this engagement, shall remain the property of Consultant.
9. **Termination.** This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.
10. **Risk Allocation and Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is less. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.
11. **Discovery of Unanticipated Hazardous Materials.** Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re- negotiation of the scope of Consultant’s Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the Project site, including any costs created by delay of the Project and any costs associated with possible reduction of the property’s value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.
12. **Subsurface Conditions.** Consultant cannot know or guarantee the exact composition of a site’s subsurface, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.
13. **Insurance.** Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage and any performance for Client to insure and indemnify Consultant against claims for damages and to insure compliance or work performance and materials with Project requirements. Client also agrees to make Consultant an additional insured under any general contractor’s general liability insurance policy.
14. **Resolution of Disputes.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier’s opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively “Disputes”) shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of

receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement.

- 15. Assigns.** Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.
- 16. Non-Solicitation & Hiring of Employees.** To promote an optimum working relationship, the Client agrees in good faith not to directly or indirectly employ or otherwise engage any employee of Consultant or any person employed by Consultant within the prior twelve month period without the prior written consent of Consultant. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The Client further agrees that loss of any such employee would involve considerable financial loss of an amount that could not be readily established by Consultant. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to Consultant, the Client shall pay to Consultant a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.
- 17. Governing Law and Survival.** The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.
- 18. Billing and Payment.** Client shall pay Consultant the lump sum amount indicated in the Proposal, or, if no lump sum amount is indicated, in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued. Should Consultant be called upon to testify for or on behalf of the Client on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.
- 19. Waiver of Jury Trial.** Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.
- 20. Liability for Others.** Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the Services or information provided by other parties.
- 21. Delays.** Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.
- 22. Waiver.** No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.
- 23. Enforceability.** This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.
- 24. Severability.** Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.
- 25. Entire Agreement.** To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

ATTACHMENT 3

SPECIAL INSPECTION DETAILED COST ESTIMATE

PROJECT NAME:	Hamilton Elementary School - Solar Structure	PROPOSAL NO.:	PC22.167	PREPARED BY:	DJP
DESCRIPTION:	Geotechnical Engineering and CQA Services			DATE PREPARED:	10/07/22
LOCATION:	277 Capay Street, Hamilton City, CA	EST. GRAND TOTAL:	\$12,460.20	FEE SCHEDULE:	2022
				T&M	

No.	Description	No.	Description	FIELD LABOR AND MILEAGE COSTS										LABORATORY TESTING COSTS								TASK TOTALS							
				Labor Costs					Mileage Costs					Subtotal Costs	ASTM Test Method														
				Site Time Staff Code	Unit Cost	Site Visits	Site Time Per Site Visit	Travel Time-Staff Code	Unit Cost	Site Visit Travel Time	Total Labor Cost	Round Trip Mileage	Mileage Unit Cost		Total Mileage Cost	ASTM C39-4	ASTM A615	ASTM C140	ASTM C780	ASTM C1019	ASTM D1557-6			ASTM D1557-4	NA	Subtotal Costs			
																											(\$)	(#)	(hr)
(#)	(\$)	(#)	(hr)	(#)	(\$)	(hr)	(\$)	(miles)	(\$)	(\$)	(\$)	(#)	(#)	(#)	(#)							(#)	(#)				(#)	(#)	(\$)
1	Hamilton ES		Drilled Pier Observation	FSMT	127.00	1	7.0	TRVL	85.00	1.0	974.00	25	0.76	19.00	993.00													\$0	993.00
			Rebar Sampling/Tagging	TCH2	105.00	2	2.0	TCH2	105.00	4.0	1260.00	100	0.76	162.00	1412.00		2											\$244	1,656.00
			Concrete Sampling/Testing (CIDH Piers)	ACI	126.00	1	3.0	TRVL	85.00	1.0	463.00	25	0.76	19.00	482.00	5												\$160	642.00
			Concrete Sampling/Testing (Equipment Pad)	ACI	126.00	1	3.0	TRVL	85.00	1.0	463.00	25	0.76	19.00	482.00	5												\$160	642.00
			Concrete Cylinder Pickup	TCH2	105.00	2	0.0	TRVL	85.00	1.0	170.00	25	0.76	38.00	208.00													\$0	208.00
			Non-Shrink Grout Under Base Plates	ACI	126.00	1	3.0	TRVL	85.00	1.0	463.00	25	0.76	19.00	482.00					3								\$96	578.00
			Shop Inspection	SHOP	107.00	2	8.0	SHOP	107.00	2.0	2140.00	60	0.76	91.20	2231.20													\$0	2,231.20
			High-Strength Bolting	ICCS	131.00	2	7.0	TRVL	85.00	1.0	2004.00	25	0.76	38.00	2042.00													\$0	2,042.00
			Post-Installed Anchors (Equipment Anchorage)	PLTT	124.00	2	2.0	TCH2	105.00	1.0	706.00	25	0.76	38.00	744.00													\$0	744.00
					0.00				0.00		0.00			0.00	0.00												\$0	0.00	
SUBTOTAL																		\$9,736.20											

PROJECT MANAGEMENT					
PERSONNEL	CODE	RATE (\$)	UNIT	NO.	COST (\$)
Associate Eng/Geo	AE	175.00	hr	4.0	700.00
Senior Eng/Geo	SREG	169.00	hr	8.0	1,352.00
Cnstrctn Svcs Mngr I	CSM1	148.00	hr	4.0	592.00
Proj Assistant	PA	80.00	hr	1.0	80.00
SUBTOTAL					\$2,724.00

GRAND TOTAL = \$12,460.20

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13e	Date: 10/26/22
Agenda Item Description: Approve 3 Year Agreement 2020-23 between CSEA #623 and Hamilton Unified School District.	
Background: The Classified Unit (CSEA) and Hamilton USD agreed on a 3 Year Agreement for 2020-23. As approved in the June 27, 2022 board meeting packet, negotiated Articles included: <ul style="list-style-type: none">• Article 4: Organizational Rights• Article 10: Pay and Allowances• Article 11: Health and Welfare Benefits• Article 20: Layoffs• Article 21: Classification and Salary Assessments	
Status: Pending board approval.	
Fiscal Impact: Changes to Article 10: Pay and Allowances, Article 11: Health and Welfare Benefits and Article 21: Classification and Salary Assessments were outlined and approved during the June 27, 2022 board meeting (6/27/22 agenda Item Number: ACTION ITEMS: "f").	
Educational Impact: None.	
Recommendation: Recommend board approve the 3 Year Agreement 2020-23 between CSEA #623 and Hamilton Unified School District.	

|

AGREEMENT

Between

Hamilton Unified School District

And

California School Employees Association

Chapter 623

July 1, 2020 – June 30, 2023

TABLE OF CONTENTS

ARTICLE 1 – AGREEMENT	1
ARTICLE 2 – RECOGNITION	2
ARTICLE 3 – DISTRICT RIGHTS	3
ARTICLE 4 – ORGANIZATIONAL RIGHTS	4
ARTICLE 5 – PERSONNEL FILES	<u>87</u>
ARTICLE 6 - EVALUATIONS	<u>98</u>
ARTICLE 7 – GRIEVANCE PROCEDURE.....	<u>109</u>
ARTICLE 8 – TRANSFERS & PROMOTIONS.....	<u>1413</u>
ARTICLE 9 – HOURS AND OVERTIME.....	<u>1514</u>
ARTICLE 10 – PAY AND ALLOWANCES	<u>1918</u>
ARTICLE 11 – HEALTH AND WELFARE BENEFITS	<u>2423</u>
ARTICLE 12 – HOLIDAYS	<u>2625</u>
ARTICLE 13 – LEAVES	<u>2826</u>
ARTICLE 14 – DISCIPLINE.....	31
ARTICLE 15 – VACATION.....	35
ARTICLE 16 – WORKING CONDITIONS.....	37
ARTICLE 17 – SUMMER SESSION EMPLOYMENT	38
ARTICLE 18 – MISCELLANEOUS PROVISIONS.....	39
ARTICLE 19 – NO DISCRIMINATION.....	40
ARTICLE 20 – LAYOFFS.....	41
SIGNATURE PAGE	43
<u>APPENDIX A – CLASSIFIED SALARY SCHEDULE</u>	45
<u>APPENDIX B – DEFINITIONS</u>	46

ARTICLE 1 – AGREEMENT

- 1.1. The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”), by and between the Hamilton Unified School District, hereinafter referred to as District, and the California School Employees Association and its Hamilton Chapter #623, hereinafter referred to as CSEA.
- 1.2. This Agreement shall remain in full force and effect from **July 1, 2020** through **June 30, 2023**.
- 1.3. If any provision of this Agreement, or any application thereof, to any classified employee represented by CSEA is held by a government agency or court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid (to the extent required by such decision) but all other provisions or applications shall continue in full force and effect. In the event of invalidation of any portion of this Agreement, the parties agree to meet after such determination for the purpose of seeking to reach an agreement for the replacement of the invalidated article or section.
 - 1.3.1. In the event of invalidation of any portion of this Agreement, the parties agree to meet within thirty (30) working days after such determination for the purpose of seeking to reach agreement for the replacement of the invalidated article or section.


1.4. RATIFICATION OF ADDITIONS OR CHANGES

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

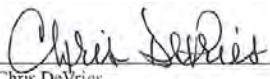
1.5. REOPENERS

~~For the 2021-2022 and 2022-2023 school years, either Party may reopen negotiations related to salary, health, and welfare benefits and up to two (2) articles of each Party’s choosing during the term of this contract (see any tentative agreements for limitations).~~

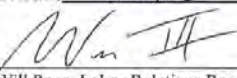
Per Tentative Agreement dated June 22, 2022 between the Hamilton Unified School District and the California School Employees Association and it’s Hamilton Chapter No. 623 (“CSEA”). “This agreement shall close negotiations between the Parties for the 2021-22 and the 2022-23 school years, and neither party shall be entitled to request reopeners for this term. Agreement is hereby signed by the Parties on this 22 day of June, 2022.”



Jeremy Powell
HAMILTON UNIFIED
SCHOOL DISTRICT
DATED: 6/22/22



Chris DeVries
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION CHAPTER #623
DATED: 6/22/22



Will Pope, Labor Relations Rep.
CALIFORNIA SCHOOL EMPLOYEES
ASSOCIATION
DATED: 6/22/2022

ARTICLE 2 – RECOGNITION

- 1.1. The District hereby acknowledges that CSEA is the exclusive representative of all classified employees who are not management, supervisory, confidential, substitutes or certificated.

ARTICLE 3 – DISTRICT RIGHTS

- 3.1. It is understood and agreed that the District retains all its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to:
- a. Determine its organization.
 - b. Direct the work of its employees.
 - c. Determine the times and hours of operation.
 - d. Establish its educational policies, goals, and objectives.
 - e. Insure the rights and educational opportunities of students.
 - f. Determine staffing patterns.
 - g. Determine the number and kinds of personnel required.
 - h. Determine the curriculum.
 - i. Maintain the efficiency of District operations.
 - j. Build, move, or modify facilities.
 - k. Establish budget procedures and determine budgetary allocation.
 - l. Determine the methods of raising revenue.
 - m. Take action that is supported by law on any matter in the event of an emergency.
 - n. In addition, the District retains the right to hire, classify, assign transfer, evaluate, promote, terminate and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The provisions of this Article shall not be construed to override specific terms of this Agreement or to abrogate or limit rights guaranteed or provided by legal decisions or the operation of the law.

ARTICLE 4 – ORGANIZATIONAL RIGHTS

- 4.1 CSEA shall have the following rights in addition to those which are expressly set forth in other Articles of this Agreement. See Appendix B for definitions.
- a. The right to reasonable release time and access to areas in which employees work for the purpose of representing bargaining unit members on grievances.
 - b. The right to review employee's personnel files and any other records dealing with employees when accompanied by the employee or upon written authorization of the employee.
 - c. The right to use, without charge, facilities, buildings, bulletin boards, mailboxes and the use of the school mail system for official communication directed to members by CSEA on matters related to representation.
 - d. To be supplied with an updated alphabetical list of all bargaining unit members to include the hire date, classification, contract hours and work location by the 1st of October each year.
 - e. The right to review or receive upon request, copies of materials related to wages, hours, other terms and conditions of employment or any other documents which are relevant for CSEA to fulfill its duties and obligations as the exclusive representative of bargaining unit employees covered by this Agreement.
 - f. The right to reasonable release time for the purpose of negotiating reopener and successor agreements.
 - g. The right to release time for one elected CSEA conference delegate to attend the annual CSEA conference.
 - h. The right to reasonable release time for the Chapter President or his/her designee for the purpose of attending to CSEA business.

4.2 VOLUNTARY DEDUCTIONS

The District shall, upon appropriate written authorization from any employee, deduct for any insurance premiums, credit union payments, savings bonds, or other plans or programs, which have been jointly approved by CSEA and the District. The District shall pay to the designated payee, within a reasonable time of the deductions, all sums so deducted.

4.3 DUES

4.3.1 The District shall distribute CSEA-supplied membership applications to new hires but not make any statement suggesting employees must join. The District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. It is the mutual intention of the parties that the provisions of this Article protect the rights of individual bargaining unit members without restricting CSEA's right to require every bargaining unit member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

4.3.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA,

~~including but not limited to automatic renewal yearly unless the employee drops out during a specified window period. The District need not need keep track of this period which shall be tracked by CSEA within its membership database. Except as expressly exempted herein, all bargaining unit members who do not maintain membership in good standing in CSEA are required to pay service fees to CSEA in amounts that do not exceed the periodic dues of CSEA for the duration of this Agreement.~~

~~4.3.3 Bargaining unit members shall maintain membership in good standing in CSEA, pay service fees or, if a religious exemption is granted by CSEA, make equivalent payment to charity in lieu of service fees.~~

~~4.3.4 No bargaining unit member shall be obligated to pay dues or service fees to CSEA until the first of the month following thirty (30) calendar days after the bargaining unit member first comes into the bargaining unit.~~

~~4.3.5 Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to CSEA as a condition of employment. However, such bargaining unit member shall be required, in lieu of a service fee required by this Agreement, to pay sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.~~

~~4.3.5.1 A charity, as defined above, acceptable to the District and the Association.~~

~~4.3.5.2 A scholarship for the benefit of Hamilton Unified School District students.~~

~~4.3.6 Any bargaining unit member claiming this religious exemption must file a written request for exemption with CSEA Legal Department. If the request is granted, the bargaining unit member shall, as a condition of continued exemption from the requirement of paying service fees to CSEA, furnish CSEA Headquarters with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments.~~

~~4.3.7 CSEA has the sole and exclusive right to have employee organization membership dues and service fees deducted by the District for bargaining unit members.~~

~~4.3.8 The District shall deduct dues and service fees or payments to charity in accordance with the CSEA dues and service fee schedule from the wages of all bargaining unit members who have submitted payroll deduction authorization forms to the District unless CSEA notifies the District that the bargaining unit member is paying such fees directly to CSEA. Such authorization shall remain in effect until expressly revoked in writing by the bargaining unit member. A payroll deduction authorization form shall not be required for deduction of service fees or payments to charity.~~

- ~~4.3.9 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted, except that the District shall pay to the designated charity sums deducted in lieu of service fees from the wages of bargaining unit members whose requests for religious exemption have been approved by CSEA Headquarters pursuant to this Agreement.~~
- ~~4.3.10 Along with each monthly payment to CSEA, the District shall furnish without charge an alphabetical list of all bargaining unit members identifying them by name, hourly rate of pay, and days per year in paid status and indicating the amount deducted, if any, and whether such deduction is for dues, service fees or charitable contributions.~~
- ~~4.3.11 Nothing contained herein shall prohibit a bargaining unit member from paying service fees directly to CSEA accounting department.~~
- ~~4.3.12 The District shall immediately notify the CSEA Chapter Treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.~~
- ~~4.3.13 CSEA agrees to reimburse the District, its officers and agents for reasonable attorney fees and legal costs incurred after notice to CSEA in ——— defending against any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof providing the District has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action. The Association agrees that payments under this provision shall be made on a semiannual basis.~~
- ~~4.3.14 The Chapter agrees to indemnify and hold the District harmless from any award or judgment, which may result from a court action or administrative action referenced in 4.3.12 above.~~
- ~~4.3.15 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.~~
- ~~4.3.16 Bargaining unit members on voluntary leave without pay, on laid off status, terminated from employment or not on the District's payroll for any reason for more than thirty (30) days shall be exempt from the above provisions.~~

4.4 DUES DEDUCTION

- 4.4.1 The District shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 4.4.2 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.
- 4.4.3 There shall be no charge by the District to CSEA for regular membership dues deductions.

4.4.4 CSEA has the sole and exclusive right to have employee organization membership dues deducted by the District for bargaining unit members.

4.4.5 The District shall, without charge, pay to CSEA within fifteen (15) days of the deduction all sums so deducted.

4.4.6 Along with each monthly payment to CSEA, the District shall furnish without charge an alphabetical list of all bargaining unit members identifying them by name, hourly rate of pay, and days per year in paid status and indicating the amount deducted, if any.

4.5 MEMBERSHIP INFORMATION

4.5.1 The District shall take all reasonable steps to safeguard the privacy of CSEA member's personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

4.6 HOLD HARMLESS PROVISION

4.6.1 CSEA shall defend and indemnify District for any claims arising from its compliance with this Article and for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the District to cancel or change membership dues authorization. The District shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization.

4.6.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

ARTICLE 5 – PERSONNEL FILES

- 5.1 Personnel files of each bargaining unit member shall be maintained in the District's central administrative offices.
- 5.2 Every bargaining unit member shall have the right to examine his/her file upon request provided such inspection takes place outside the employee's normal working hours.
- 5.3 Employees shall be provided with a copy of any derogatory material before it is placed in the employee's personnel file. The employee's written response, if submitted within ten (10) workdays shall be attached to the material.
- 5.4 Any person who places written material or drafts written material for placement in the bargaining unit member's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.
- 5.5 Information of a positive nature will be entered into the personnel file of a bargaining unit member provided it was written by the immediate supervisor or is related to the bargaining unit member's job performance.
- 5.6 All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Bargaining Unit Member.
- 5.7 Upon request, a bargaining unit member shall be provided a copy of any material included in his/her personnel file. A bargaining unit member shall have the right to authorize a CSEA representative to examine their file and obtain a copy of material in the file. The CSEA representative shall provide a form with the bargaining unit member's signature authorizing the review of materials.
- 5.8 Material not subject to inspection by the bargaining unit member includes rating reports or records which were obtained prior to the employment of the bargaining unit member or obtained in connection with a promotional examination.

ARTICLE 6 - EVALUATIONS

- 6.1 Evaluations shall be considered as a tool to provide bargaining unit member with information related to job performance and shall include not only a review of the past but a plan for future improvement as well as a provision for commendations for exemplary employees.
- 6.2 Evaluations shall be conducted by the bargaining unit member's immediate supervisor. All evaluations of classified employees shall be reviewed by the site administrator for which the employee works. If the immediate supervisor's assessment is in conflict with that of the site administrator, the matter will be reviewed by the Superintendent, or in his absence, the Chief Business Officer, to gain clarity prior to the evaluation being shared with the employee.
- 6.3 Permanent bargaining unit members shall be evaluated once each year prior to May 1st. Such evaluation shall consist of an overview of the current school year.
- 6.4 Probationary bargaining unit members shall be evaluated two times during the first year of employment. Preliminary progress evaluations shall occur once at four months and once at eight months. The employee shall receive a final evaluation prior to their 1st anniversary date. Should the District fail to conduct at least the final evaluation prior to the employee's anniversary date, the employee shall be deemed a permanent employee.
- 6.5 No evaluation shall be based on statements or events which cannot be investigated. Evaluations shall be made based upon the direct observation and knowledge of the evaluator.
- 6.6 Within ten (10) days of learning of any matter which may warrant placement of a negative rating on a bargaining unit member(s) evaluation, the immediate supervisor shall discuss with the bargaining unit member his/her concerns. No negative rating shall be placed on a bargaining unit member(s) evaluation without this discussion.
- 6.7 Any negative evaluation shall include specific deficiencies and specific recommendations for improvement and provisions for assisting the employee in implementing any recommendations made. Additional training, courses and counseling referrals are options for specific recommendations for improvement.
- 6.8 At any meeting to discuss an evaluation, the bargaining unit member is entitled to the right to representation if the bargaining unit member feels that the evaluation might lead to discipline. Such representative shall have the right to speak on behalf of the bargaining unit member.
- 6.9 The signing of an evaluation by a bargaining unit member only means that the bargaining unit member has received a copy of the evaluation, not that the bargaining unit member agrees with the contents of the evaluation.
- 6.10 Bargaining unit members shall be given release time without loss of pay for the opportunity to review and comment on any evaluation before it is entered into the District personnel files.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.1 DEFINITIONS

- 7.1.1. A “grievance” is a claim by a bargaining unit member or CSEA that there has been a violation, misinterpretation or misapplication of this Agreement.
- 7.1.2. A “grievant” is the person or person, including CSEA or representatives, making the claim.
- 7.1.3. A “day” is any day in which the district office is open for business.

7.2 GENERAL

- 7.2.1 The purpose of this procedure is to secure at the lowest possible administrative level a resolution to the grievance caused from the interpretation and application of this Agreement.
- 7.2.2 The time limits specified should be considered firm, but may be extended by mutual agreement in writing.
- 7.2.3 Bargaining Unit members will inform their representative, i.e. local CSEA Representative/President their desire to file a grievance prior to the actual filing.
- 7.2.4 Bargaining unit members are entitled to representation by CSEA at all levels.
- 7.2.5 No reprisals of any kind will be taken by any person against any aggrieved person, any party in interest, any member of CSEA, or any other participant in the grievance procedures by reason of such participation.
- 7.2.6 A bargaining unit member may be represented at all stages of the grievance procedure by himself or herself or, at their option, by a representative of CSEA. A bargaining unit member may at any time present grievances to the District and have such grievance adjusted without the intervention of CSEA as long as the adjustment is reached prior to arbitration and the adjustment is consistent with the terms of this written Agreement. The District shall not agree to a resolution of the grievance until CSEA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 7.2.7 CSEA shall (on its own behalf or on the behalf of the affected employee(s)) initiate with the Superintendent a grievance which affects more than one bargaining unit member at more than one location or if the immediate supervisor does not have the authority to remedy the grievance.
- 7.2.8 Time limits shall begin the day following receipt of a written decision.

- 7.2.9 All documents, communication, and records resulting from the processing of a grievance shall be filed separately from the personnel file of any participant.
- 7.2.10 Appropriate forms for the filing and processing of grievances will be developed jointly by the District and CSEA and provided to bargaining unit members, as necessary, at the cost of the District.
- 7.2.11 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.
- 7.2.12 Appropriate forms for the filing and processing of grievances will be developed jointly by the District and CSEA and provided to bargaining unit members, as necessary, at the cost of the District.
- 7.2.13 If the District does not respond in a timely fashion, the grievance automatically proceeds to the next level.

7.3 GRIEVANCE PROCEDURE

7.3.1 Level One (Informal)

- 7.3.1.1 Alleged grievances should be discussed in a private, informal conference between parties involved. At least one such private meeting should take place between the parties before the grievance procedure is involved. Grievant may request presence of CSEA representative.
- 7.3.1.2 If the same alleged grievance is made by more than one employee against one respondent, only one employee on behalf of self and the other complainants may process the complaint through the adjustment procedure upon signed written consent of other involved grievants. Names of all aggrieved parties shall appear on all documents related to the settlement of the grievance.
- 7.3.1.3 The administrator/supervisor has five working (5) days to respond to any informal grievance.
- 7.3.1.4 The time limit provided for in this policy may be extended by mutual written agreement of the parties. Any decision not appealed within the limits from one level to the next level in the grievance policy shall be considered settled on the basis of the last decision and not subject to further appeal.

7.3.2 Level Two (Formal)

- 7.3.2.1 Within five (5) working days of receipt of the administration or supervisor informal decision, the grievant has the right to move to formal level two of the grievance process should the decision not settle the issue. The formal level two grievance shall be delivered in writing

to the site administrator/immediate supervisor stating the reasons for disagreement, specific contract violations, and an acceptable solution.

- 7.3.2.2 Within five (5) working days the site administrator/supervisor shall communicate his/her decision to the employee in writing. If the administrator does not respond or the grievance is not settled with the grievant in an acceptable solution, within five (5) working days from receipt of the written decision of the site administrator/supervisor, the grievant may appeal to the next level.

7.3.3 Level Three

- 7.3.3.1 Within five (5) working days the grievant shall submit in writing a request to have the matter mediated with the Superintendent. The Superintendent shall call a meeting within ten (10) working days between the grievant and the supervisor to hear the level-three grievance. In the event the Superintendent is the immediate supervisor, the time period shall be automatically extended for up to five (5) additional days so that the President of the Governing School Board or his/her appointee may hear the grievance and render a decision. In either case, the grievant shall submit to the Superintendent a formal statement of grievance that includes the sections of the contract and an acceptable solution to the grievance. The site administrator/supervisor shall forward all responses of the prior grievance level(s) prior to the level-three conference.
- 7.3.3.2 Within five (5) working days, the Superintendent or in the event the President of the Governing School Board sits as moderator, shall in writing notify all parties of their decision. If this decision is an acceptable conclusion or a negotiated agreement is reached to the grievance, the grievance shall be deemed settled. If the decision or an agreement is not accepted/reached, the grievant may request in writing to have the grievance move to level four (Hearing before the School Board).

7.3.4 Level Four

- 7.3.4.1 Within thirty-two (32) working days of receipt of the appeal from the grievant, the School Board shall conduct a hearing on the grievance in an open or closed public session as requested by the grievant. At the hearing, the grievant shall have an opportunity to testify, present evidence, and present witnesses pertaining to the grievance.
- 7.3.4.2 Prior to the final resolution of the grievance, the district Board shall provide a copy of the grievance and the proposed resolution to CSEA. CSEA shall have seven (7) days to comment on the proposed resolution.
- 7.3.4.3 If the decision is not satisfactory, the grievant has the option of requesting of CSEA that the grievance be submitted to arbitration.

- 7.3.4.4 CSEA shall notify the District in writing of its determination within thirty (30) days of the Board's written decision.
- 7.3.4.5 Either party may call witnesses and present evidence relevant to the arbitration issues. Bargaining unit members called as witnesses will be released from duty without loss of pay to testify at the arbitration.
- 7.3.4.6 The arbitrator's decision will be in writing and will set forth to all parties his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, subtract from or modify the terms of this Agreement. Should it become necessary to decide an issue, an arbitrator is required to review issues of "external law".
- 7.3.4.7 Provided the arbitrator abides by his or her jurisdictional mandates, doesn't commit fraud, or have a conflict of interest, the decision of the arbitrator shall be binding.
- 7.3.4.8 All costs, for the direct services of the arbitrator will be borne equally by the District and CSEA. Other costs will be borne by the party incurring them.

ARTICLE 8 – TRANSFERS & PROMOTIONS

8.1 DEFINITIONS

- 8.1.1 A transfer shall mean the movement of an employee from one school to another regardless of the number of hours per day or days per year. A transfer shall not involve a change in classification or job title.
- 8.1.2 A promotion shall mean the movement of an employee from one classification to a higher classification.
- 8.1.3 A demotion shall mean the movement of an employee from one classification to a lower classification.
- 8.1.4 A lateral transfer shall mean the movement of an employee from one classification to a different classification on the same salary range.
- 8.1.5 An involuntary transfer shall mean the movement of an employee from one school to another regardless of the number of hours per day or days per year that the employee has not initiated. An involuntary transfer shall not involve a change in classification or job title and shall not be used for disciplinary purposes. Any employee who will be involuntarily transferred shall be given at least ten-(10) working-days-notice along with the reason for the transfer.

8.2 POSTING OF NOTICE

- 8.2.1 Notice of job vacancies shall be posted on bulletin boards in prominent locations at each district job site for not less than six (6) full working days. Employees meeting the minimum requirements for the vacancy shall apply by sending notice to the Personnel Department prior to the deadline. Bargaining unit members who are on leave or layoff shall be sent a copy of the notice by first class mail on the date of the position posting.
- 8.2.2 The job vacancy notice shall include, the job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, work shift times, days per week and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.
- 8.2.3 Vacancies shall be filled in the following priority order:
 - a. Reemployment Lists (if in effect)
 - b. Transfers
 - c. Lateral Transfers
 - d. Demotions
 - e. Promotions
 - f. Outside candidate - If no bargaining unit member applies for the vacancy or meets the minimum qualifications

ARTICLE 9 – HOURS AND OVERTIME

- 9.1 Workweek – The workweek for each regular employee shall consist of five (5) consecutive workdays, Monday through Friday, unless otherwise designated by the District as posted in the job announcement. ~~(TA-5-13-2014)~~
- 9.2 Workday – The length of the workday shall be designated by the District for each classified assignment in accordance with the provisions set forth in this Agreement. At the time of employment, bargaining unit employee shall be assigned a fixed, regular, and ascertainable minimum number of hours. ~~(TA-5-13-2014)~~
- 9.2.1 The District and/or an employee may wish to propose a special project that requires modification of the employees shift days/hours. When a project is proposed, the District and Employee may sign a side letter that states the following:
- 9.1.1.1 The date, duration, and details will be delineated in the side letter.
- 9.1.1.2 Either the District or the employee may cancel the side letter by a written notice to the other party with 30 day notice to canceling.
- 9.3 Adjustment of Assigned Time – Any part time employee in the bargaining unit who works an average of thirty (30) minutes or more per day in excess of his/her regular part-time assignment for a period of twenty (20) consecutive working days or more shall have his/her regular assignment adjusted upward to reflect the longer hours, effective with the next pay period. Employees who work over assigned hours must have pre-approval of their supervisor before working overtime.
- 9.4 Rest Periods – All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three quarters (3 ³/₄) hours worked or more; two rest periods of fifteen (15) minutes shall be granted to an employee who works at least six (6) hours. Employees who work less than three (3) hours shall have a ten (10) minute rest period. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for the employee.
- 9.5 Overtime – All overtime hours shall be compensated at a rate of pay equal to one and one-half the regular rate of pay of the employee for all work required or permitted. Overtime is defined to include any time worked in excess of eight (8) hours per day or of forty (40) hours in any assigned work week. Any employee that works over eight (8) hours in a day or 40 hours in an assigned work week without prior approval from the employee's supervisor will not receive overtime compensation or compensatory time off.
- 9.5.1 Compensatory Time – Compensatory time off (CTO) in lieu of cash compensation may be accrued in lieu of compensation for overtime. CTO shall be taken, at a time that is mutually acceptable to the employee and the District. All paid overtime or CTO must have prior authorization for the overtime/CTO from the employee's supervisor. Any approved overtime will be submitted monthly to your supervisor on a timesheet denoting your request for overtime or CTO. The supervisor will forward this request to the district payroll clerk for documentation. All requests for Comp time off will be submitted through the AESOP system.

- 9.5.2 Employees may accrue and carry up to 40 hours of CTO. The employee may request to be paid for their CTO bank of time once annually in June. The employee must submit in writing a request for payment of their CTO bank to the District Chief Business Officer prior to the last day business day in May of the school year. If no such written request is received, it will be assumed the employee wishes to carry over the accrued CTO bank to the following school year. ~~(TA 6-19-2012)~~
- 9.5.3 In economic times of financial hardship, the District may require employees to use any compensatory time that is recorded in lieu of overtime. In these events, the unit will be notified in writing after the District issues a first or second interim report showing the District is presenting a qualified or negative budget to the School Board. In such events, the District will work with the unit members to schedule time off that will minimally impact the operation of the department, site or district office.
- 9.5.4 Transportation Assignments – Whenever it is necessary to provide the use of a school vehicle to transport more than eight (8) students, the District shall assign the task to a classified employee.
- 9.5.5 Overtime shall be distributed to employees in the bargaining unit within each department in order of bargaining unit seniority. If the employee with the greatest bargaining unit seniority elects to refuse the overtime assignment, it shall be offered to employees in the bargaining unit in descending order of seniority until the assignment is made. If overtime is mandatory and no unit member volunteers, the supervisor will distribute equally among unit members the required overtime on a reverse seniority rotational basis. Refusal by a senior employee in the bargaining unit of any overtime assignment shall not waive his/her right under this section to be offered any subsequent overtime assignment in order of seniority. Under extraordinary circumstances CSEA and the District agrees that a department head may work overtime usually owned by CSEA. (TA 5-13-2014)
- 9.6 When a classified employee is requested to work on any paid holiday, he/she shall be paid compensation, or elect to take compensatory time off for such work, in addition to the regular pay received for the holiday, at the rate of time and one-half (1½) of his/her regular rate of pay.
- 9.7 Minimum Call In Time – Any employee called in to work at a time when the employee is not scheduled to work, shall receive a minimum of two (2) hours pay at the appropriate rate of pay under this agreement.
- 9.8 Right of Refusal -- Any employee shall have the right to reject any offer or request for overtime, or call back or call in time, except in the case of an emergency declared by the Superintendent or his/her designee.
- 9.9 Hours Worked – For the purpose of computing seniority, all time during which an employee is in regular paid status, excluding overtime, as a probationary or permanent employee, shall be construed as hours worked.

9.10 Standby Time – All standby time shall be considered as regular hours worked and shall be compensated on a straight time or overtime basis as are other hours worked under this Agreement.

9.10.1 Bus drivers on special trips, including but not limited to athletic events, field trips and curricular trips who are required to remain on standby for the duration of the event for which the special trip is made, shall be paid for all standby hours at their regular rate of pay.

9.10.2 Whenever any combination of driving and standby hours in a day exceeds the established workday, all excess hours shall be compensated at the appropriate overtime rate based on the employee's regular pay rate. Unit members may choose to adjust their work schedules for the day that they are assigned to drive if the trip/event exceeds their scheduled work time. **(TA 5-13-2014)**

9.10.3 Notwithstanding any other provisions of this Agreement, if a special trip requires an overnight stay, the District shall be relieved of the obligation of standby payment for any hours between the time a bus driver is relieved of duties for the evening and the time resumed the following morning.

9.11 COMPENSATION DURING REQUIRED TRAINING PERIODS

9.11.1 An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

~~9.11.1.1~~ When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled. All employees attending the two formal days of training shall complete a timesheet for the amount of hours worked in excess of their regular contract hours. ~~All ten (10), eleven (11) and 12 month shall receive two formal days of training per school year. One day shall be during the district in service at the beginning of the school year, and one at the direction of the district during the school year. When the training occurs during the regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled. Ten (10) and eleven (11) employees, and twelve (12) month employees (who exceed their daily contracted hours) attending the two formal days of training shall complete a timesheet for the amount of hours worked in excess of their regular contract hours. (TA 3/2/18)~~

9.11.1.2 When the regularly assigned hours of work and training combined total in excess of eight (8) hours on a regularly assigned work day, or when the training occurs at any time other than the regularly assigned work week, the employee shall be paid at the overtime rate appropriate for the day and/or time at which training occurs. The overtime rate shall be based on the employee's regular rate of pay.

~~Training days that require adjustment of work day/work schedule shall be stated with a minimum of 10 days notice.~~

- 9.11.1.3 All costs incurred under a district mandated training program for employee transportation, registration fees, and supplies, shall be paid by the District.
- 9.11.1.4 12 month employees will be granted one half day of leave before the following holidays in lieu compensation of the additional District training days annually: one half day prior to Christmas Eve holiday and one half before the New Year's Eve holiday, ~~i.e. "Bolt Days"~~.

ARTICLE 10 – PAY AND ALLOWANCES

10.1 The regular rate of pay for bargaining unit members shall be in accordance with Appendix “A.”

~~10.2 Employees whose current salary schedule is higher than the salary at the corresponding step in the new salary schedule (Appendix A) shall be “Y-rated” and continue to receive their present salary until their rate of pay according to Appendix A reaches or exceeds their current rate. When an employee on a “Y-rate” vacates that position, the employee who occupies the position shall be compensated on the applicable step in the Appendix A. The “Y-rate” shall not apply in such instance unless the employee is also entitled to a “Y-rate” designation as defined in this article.~~

~~10.3~~10.2 All employees in the bargaining unit shall be paid at least once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

~~10.4~~10.3 Any error that is discovered that affects the salary of an employee shall be adjusted up to a three (3) year period. If the error is in favor of the employee, the employee will be compensated by the amount plus five percent (5%) interest for a period of no more than three (3) years. The amount will be paid within a forty-five (45) calendar day period. If the error is in favor of the District, a mutually acceptable repayment plan will be undertaken which will reduce the employee’s monthly check accordingly.

~~10.5~~10.4 Any payroll adjustment due an employee in the bargaining unit as a result of working out of class, working overtime, or reasons other than payroll errors shall be included in either the following end-of-the-month or the 10th of the month payroll check. The supplemental pay period is from the 11th of the previous month to the 10th of the current month.

~~10.6~~10.5 Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced not later than five (5) working days following the employee’s notice to the payroll department for replacement of the check.

~~10.7~~10.6 The District shall offer less than full time unit employees the opportunity to substitute for absent bargaining unit members. This opportunity shall be subject to the following:

~~10.7.1~~10.6.1 Absent unusual circumstances, there will be no overlap in hours (i.e. the employee must first be able to perform his/her regular assignment).

~~10.7.2~~10.6.2 The substitute assignment shall not result in overtime costs for the District. In such cases, the District may split the assignment or may offer the substitute opportunity to persons who are on the Classified substitute list.

~~10.7.3~~10.6.3 The District and Unit agree that parental involvement is critical to maximize the educational opportunities for all students. Further, District and Unit agree that Unit members and certain classifications within the Unit require training and

background parameters that are preserved by this agreement and state and federal laws.

~~10.7.4~~10.6.4 Certain classifications that require certain certifications as a means to protect children are as follows:

- a. Paraprofessionals as detailed in the Elementary and Secondary Education Act (ESEA, see below) ~~(3/2/18)~~
- b. Preschool Assistant and Preschool Teacher.

~~10.7.5~~10.6.5 Title I Paraprofessionals whose duties include instructional support must have:

- a. High school diploma or the equivalent, and
- b. Two years of college (48 units), or
- c. AA Degree (or higher), or
- d. Pass a local assessment of Knowledge and Skills in assisting in instruction.

~~10.7.6~~10.6.6 Other classifications who directly supervise children who are required to submit to a background check as prescribed by Ed Code 44830.1, 45125, 45125.01. ~~(3/2/18)~~

- a. Child Nutrition Staff
- b. Yard Duty Supervisors
- c. District Universals
- d. District Bus Driver
- e. Office Clerical

~~10.7.7~~10.6.7 The District and Unit wish to ensure that parent involvement is protected while complying with state and federal statutes requiring the protection of children. The District and Unit agree that parents may volunteer in their child's classroom up to five (5) hours weekly per child in their respective family. Such volunteerism is under the direct supervision of a classroom teacher and is not considered to infringe upon the aforementioned legal requirements or this agreement.

~~10.7.8~~10.6.8 This agreement does not inhibit parental involvement with those activities that are usual and customary known as parent involvement, for example PTO, Boosters and other like committees.

~~10.8~~10.7 When a bargaining unit member substitutes in a higher bargaining unit position, they shall be paid as follows:

~~10.8.1~~10.7.1 If his/her regular hourly rate of pay is less than Step 1 of the classification in which they will substitute, they shall receive Step 1.

~~10.8.2~~10.7.2 If his/her regular hourly rate of pay is more than Step 1 of the classification in which they will substitute, they shall receive one hundred five percent (105%) of Step 1, or an additional \$1.00 per hour of the employee's current hourly rate, whichever is higher. ~~(3/2/18)~~

~~10.8.3~~10.7.3 If a unit member is appointed in writing by the Superintendent to conduct the duties of a department manager, that unit member shall receive one hundred ten percent (110%) of that unit member's current hourly rate of pay. If more than one unit member is undertaking the duties of the manager, the compensation will be split equally. This clause shall exclude coverage for vacations. (Contingent upon acceptance of the district counter offer, the district will agree to retro current food service employees who are serving during the 2017-2018 school year during the second semester.) ~~-(3/2/18)~~

~~10.8.4~~10.7.4 A bargaining unit member may substitute in the place of a department manager up to one full school year at step one of that particular manager's pay rate. The selection of the bargaining unit member to cover the absence of that manager will be solely at the discretion of the district. ~~(3/2/18)~~

~~10.9~~10.8 Split Shift Differential – Based upon District needs, bargaining unit employees may be assigned to a split shift assignment. A split shift assignment is one which has more than one (1) hour between the work segments (e.g. work from 7:00 a.m. to 11:00 a.m., no assignment from 11:00 a.m. to 3:00 p.m., work from 3:00 p.m. to 7:00 p.m.). Each employee assigned a split shift shall be paid a differential. The differential shall be:

~~10.9.1~~10.8.1 Two and one-half percent (2½%) of his/her step placement on the salary schedule if the actual "split" (excluding up to one hour for a meal break) is three hours or less.

~~10.9.2~~10.8.2 Five percent (5%) of his/her step placement on the salary schedule if the actual "split (excluding up to one hour for a meal break) is more than three hours.

~~10.10~~10.9 Mileage Reimbursement – Employees required to use his/her own automobiles in the performance of their assigned duties, or if attendance is required at job related meetings or conferences, shall be reimbursed for mileage at the IRS mileage rate. If requested use by the District results in an increase of employee insurance premiums, the District will pay for the increase in premium costs.

~~10.11~~10.10 Lodging and Meals – Any employee, who as a result of a work assignment, must be lodged away from home overnight shall be reimbursed by the District for the cost of lodging and meals in accordance with Board Policy. If requested by the employee, the District shall provide advance funds to the employee for such lodging and meals.

~~10.12~~10.11 Compensation During Required Training Periods – An employee who is required to attend training sessions or otherwise engage in training of any kind in order to continue his/her employment in a position shall receive compensation as follows:

~~10.12.1~~10.11.1 When the training occurs during the employee's regularly assigned working hours, the employee shall be paid at his/her regular rate of pay and shall receive all benefits to which he/she is entitled.

~~10.12.2~~10.11.2 All costs incurred under a District mandated training program for employee transportation, registration fees, and supplies, shall be paid by the District.

~~10.13~~10.12 Physical Examination – The District agrees to provide the full cost of any medical examination of regular employees, including TB test or X-rays, required for continued employment or when directed by the employee's supervisor or required for license renewal.

~~10.14~~ **Medical Administration Activities (MAA):**

~~(The Unit and District agrees that the tentative agreement dated June 19, 2012 for MAA is the prevailing language. The District and Unit agree that this side letter dated June 19, 2012 will be a common reopener each year until a successor agreement is reached or the MAA program is discontinued. MAA will remain a reopener each year.)~~

~~10.14.1~~ In the absence of the District issuing a Negative or Qualified Certification on the First or Second interim reports, the District will distribute all Medical Administrative Activities funds accumulated from the previous fiscal year by the District and allocated to eligible employee units no later than December 31 following receipt of those funds. Subsequent to the issuance of a Negative or Qualified Certification, all aforementioned MAA funds shall be retained by the District until such time as the District issues a Positive Certification on Either the First or Second Interim report.

~~10.14.2~~ Eligible employees:

- ~~a.~~ Those unit members, who complete the MAA survey participant requirements and qualifying and completing quarterly time surveys for each *are qualified to participate in the random moment survey process and who complete the survey if selected*, each program year, will be eligible to receive their portion of unrestricted MAA funds for that year.
- ~~b.~~ Those who replace and serve in the same position as the employee who generated the funds.
- ~~c.~~ All Classified unit employees who meet the requirements will receive 100% of MAA allocations to the unit. All unit members who meet the qualifications in "a" and "b" shall receive an equal portion of the unrestricted MAA funds allocated to the classified unit for that survey year.
- ~~d.~~ Employee listed in January 2012 MAA time survey participate list, to be updated annually. A list of Employees who qualify to survey under the random moment survey process shall be updated annually.

- ~~10.14.3 — Direct costs of operating the MAA program shall receive first priority for funding to include the MAA portion of salaries of the MAA Coordinator and the Business Manager as well as program supplies and equipment. Not to exceed \$12,500.~~
- ~~10.14.4 — \$15,000 of the High School Librarian/Technology Coordinator's Salary and \$7,500 of the Counseling Secretary salary and up to \$15,000 of the elementary school librarian salary shall receive second priority for funding.~~
- ~~10.14.5 — \$7,500 for computer technician and \$15,000 of the Counseling Secretary's/High School Library Technician salary and up to \$15,000 of the Elementary School Library Technician's salary shall receive second priority funding.~~
- ~~10.14.6 — \$2,000 dollars MAA funding for Agricultural Instructors Stipend to be split between the agriculture teachers.~~
- ~~10.14.7 — A \$20,000 Contribution to the post retirement fund shall receive third priority for funding.~~
- ~~10.14.8 — \$10,000 annually for new computers/new labs at either at any district site as funding and space becomes available. This may be used to upgrade teacher computers as well; Classified Employees and District Administration would not be included in these funds.~~
- ~~10.14.9 — Remaining MAA funds shall be allocated to eligible employees~~
- ~~10.14.10 — Classified: 15 percent of funds divided by the number of employees who generate MAA funds.~~
- ~~10.14.11 — The Business Manager shall keep a record of MAA account balances for all employees. Funds will be carried over from the current program, to the next program year, year-to-year. If an eligible employee is no longer employed by the district, the remaining fund balance shall be returned to the eligible employee's unit (classified CSEA) to be reallocated and redistributed the following December 31st deadline to the remaining participating unit members.~~
- ~~10.14.12 — MAA fund expenditures must receive prior approval from the Superintendent and CBO District Administration as is the case with any Purchase Order/Reimbursement payable. MAA funds are unrestricted and may be used on, but are not limited to, equipment, supplies, staff development, student enrichment, instructional materials and site improvements. (TA July 25, 2012)~~

10.12.1

ARTICLE 11 – HEALTH AND WELFARE BENEFITS

11.1 GENERAL PROVISIONS

- 11.1.1 The District will not change the level of existing health benefit coverage except through the negotiations process.
- 11.1.2 The District contribution to health benefits for medical, dental, and vision coverage for full time employees shall be capped at the annualized rate of ~~\$11,370~~ 12,370 as of ~~July 1, 2017~~ October 1, 2022 and until the district and CSEA negotiate a successor agreement. ~~(TA 4-25-2017)~~
- 11.1.3 Employees whose current benefit coverage is higher than that as defined in this article shall continue to receive their current benefits until such time as they are no longer employed by the district.
- 11.1.4 In addition to the benefits listed in 11.1.2, the district shall provide at no expense to the employee a \$25,000 life insurance policy.
- 11.1.5 Beginning with the 2011-2012 fiscal year, the District will no longer pay the costs of disability insurance (1.19% of the salary) for unit members. Unit members may individually elect to pay the cost of disability insurance. In response to this, the salary schedule for the 2010-2011 (Appendix A) shall be increased by 1.19% at each step and range effective July 1, 2011.
- 11.1.6 Eligible employees who began employment after the beginning of a new fiscal year shall receive the prorated portion of the District's contribution to health benefits for medical, dental, and vision coverage.

11.2 FULL TIME EMPLOYEES

- 11.2.1 A full-time employee for purposes of this article shall be defined as an employee who works a minimum of six hours per day/thirty (30) hours per week.
- 11.2.2 The district shall contribute the annualized cap of \$11,370 per year for health benefits to qualifying unit members. ~~(TA 4-25-2017)~~

11.3 PART TIME EMPLOYEES

- 11.3.1 A part time employee for purposes of this article shall be defined as an employee who works less than six hours per day/ thirty hours per week.
- 11.3.2 The district shall provide life insurance at no cost to the employee.

11.4 RETIRED EMPLOYEES

- 11.4.1 For each eligible fulltime employee who retires during the life of this contract, the district shall provide health benefits (medical, dental, vision).
- 11.4.2 The district contribution for the benefits shall be set at the same dollar level as that for active employees each year.
- 11.4.3 To be eligible for health benefit coverage, the unit member must have served a minimum of fifteen (15) years in the district (Hamilton Union High School District, Hamilton Union Elementary School District, and Hamilton Unified School District) and have reached the age of fifty-five (55).
- 11.4.4 The district shall continue to provide coverage until one of the following occurs:
- 11.4.4.1.1 The death of an employee;
 - 11.4.4.1.2 The employee reaches the age of sixty-five (65);
 - 11.4.4.1.3 The employee becomes eligible for Medicare or Medical;
 - 11.4.4.1.4 The employee gains active employment elsewhere and becomes eligible for health insurance at his/her new employment; or
 - 11.4.4.1.5 The retiree's dependents will be added to the retiree's coverage for as long as the retiree is eligible.

11.5 TRANSITION COVERAGE

- 11.5.1 Pursuant to federal law (COBRA), an employee who has been receiving health benefits, and who terminates his/her position or is terminated (except for gross misconduct), is entitled to continue group coverage at his/her expense for up to eighteen (18) months). Note: For a limited time pursuant to federal law, an eligible employee who is terminated may purchase health insurance for up to nine (9) months and pay 35% of the insurance premium.
- 11.5.2 In certain circumstances, the employee's spouse, former spouse, or dependent child may have a right to continued coverage for up to thirty-six (36) months.
- 11.5.3 Continued coverage may be subject to an administrative fee levied by the program administrator

ARTICLE 12 – HOLIDAYS

- 12.1 The parties agree to provide a floating holiday to all eligible unit members for the Juneteenth Holiday from 2020/2021 School Year for use during the 2021/2022 School Year. The District agrees to provide all employees in the bargaining unit with the following paid holidays:
- a. New Year's Day – January 1
 - b. Martin Luther King Day
 - c. Lincoln's Birthday ~~–February~~
 - d. President's Day ~~–February~~
 - e. Spring Vacation Day – Good Friday
 - f. Memorial Day – Last Monday in May
 - g. Independence Day – July 4
 - ~~g.~~ h. Juneteenth Day – June 19
 - ~~h.~~ i. Labor Day – First Monday in September
 - ~~i.~~ j. Admission Day – September 9 (Floating holiday selected by employee requires prior District approval)
 - ~~j.~~ k. Veteran's Day – November 11
 - ~~k.~~ l. Bolt Day (½ Day) – Tuesday prior to Thanksgiving*
 - l. Thanksgiving Travel Day – Day before Thanksgiving Day
 - m. Thanksgiving Day – Thursday proclaimed by the President
 - n. Thanksgiving Travel Day – Day after Thanksgiving Day
 - ~~o.~~ p. Bolt Day (½ Day) – Day prior to Christmas Eve*
 - ~~p.~~ q. Christmas Eve – December 24
 - ~~q.~~ r. Christmas Day – December 25
 - ~~r.~~ s. New Year's Eve – December 31
- 12.2 Additional Holiday – Any day proclaimed by the President of the United States or the Governor as a mandatory holiday shall be observed by the District office.
- 12.3 Holiday Eligibility – Except as otherwise provided in this Article, an employee must be in a paid status on his/her normal working day preceding or succeeding the holiday to be paid for the holiday.
- 12.3.1 Employees in the bargaining unit who are not normally assigned to work during the Christmas recess shall be paid for any holidays above provided they were in a paid status during any portion of their normal working day immediately preceding or succeeding the holiday period.
- 12.4 Holidays on Saturday or Sunday or on Day Off – When a holiday falls on a Saturday, the preceding workday, not a holiday, shall be deemed to be that holiday. When a holiday falls on a Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 12.4.1 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

- 12.5 If any holiday as listed in 12.1 is a student attendance day in any given year, eligible employees shall be awarded a floating holiday to be designated by the employee and approved by the District.

ARTICLE 13 – LEAVES

- 13.1 Sick leave for illness or injury will accrue to all bargaining unit members on the basis of one (1) day's leave for each month of service rendered. If a bargaining unit member works at least five (5) days in any month, the bargaining unit members shall accrue sick leave for that month. Sick leave for part-time employees shall be computed proportionately. Pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day of illness.
- 13.1.1 Credit for sick leave need not be accrued by the employee prior to taking leave; such leave may be taken at any time during the year. However, a new employee of the District shall not be eligible to receive more than six (6) days credit, or the proportionate amount to which he/she may be entitled until the first day of the calendar month after completion of six (6) months of active service with the District.
- 13.1.2 Permanent employees shall be credited on the employee's first workday of the school year, with one (1) year's allowance (e.g. 12 days for a 12 month employee) of sick leave, which must be subsequently earned. In the event an employee leaves the classified service after having used more than the total amount earned to date at the rate of one (1) day per month, the unearned portion shall be deducted from his/her final warrant. In case the final warrant is insufficient to compensate for unearned leave, the separated employee shall reimburse the District by cash payment.
- 13.1.3 Unused sick leave credit may be accumulated without limit and may be transferred to any other California school district with the transferring employee pursuant to law.
- 13.1.4 Injury or illness attributed to pregnancy shall be treated as an illness for the purpose of sick leave.
- 13.1.5 An employee is required to notify the District Office, on a daily basis, of his/her absence for reasons of personal illness and the anticipated date of return. Exception to this requirement shall be made when the employee's absence beyond one day is based upon advice from a qualified medical practitioner.
- 13.1.6 Upon retirement, an eligible employee may convert all unused sick leave into service credits in accordance with PERS regulations.

13.2 Extended Illness Leave

Article 13.2 per Education Code Section 45196.... A regular classified employee shall once a year be credited with a total of not less than 100 working days of paid sick leave, including days to which he or she is entitled under Education Code Section 45191 (Article 13.1). Such days of paid sick leave in addition to those required by Education Code Section 45191 shall be compensated at not less than 50 percent of the employee's regular salary. The paid sick leave authorized under such a rule shall be exclusive of any other paid leave,

holidays, vacation, or compensating time to which the employee may be entitled. ~~(TA 9/9/2015)~~

- 13.3 Entitlement to Other Sick Leave – When a permanent classified employee who is on illness or injury leave has exhausted all paid leave he/she is entitled to, he/she may be placed on a six month unpaid leave. If at the end of the six months unpaid leave the employee is still unable to return to work, he/she shall be placed on a reemployment list of 39 months.
- 13.4 Industrial Accident and Illness Leave – In addition to other benefits that an employee may be entitled to under the Worker’s Compensation laws of this State, employees shall be entitled to the following benefits:
 - 13.4.1 An employee suffering an injury or illness arising out of, and in the course and scope of his/her employment shall be entitled to a leave of up to sixty (60) work days in any one fiscal year for the same accident or illness. This leave shall not be accumulated from year to year; when any leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
 - 13.4.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Worker’s Compensation laws of this state, exceed the normal wage for the day(s).
 - 13.4.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may be used. If, however, an employee is still receiving temporary disability payments under the Worker’s Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave pay which, when added to the Worker’s Compensation award, provides for a day’s pay at the regular rate of pay.
 - 13.4.4 An employee absent from duty because of an industrial accident or illness leave, who has used all available paid leave pursuant to this Agreement and is unable to return to duty, may be granted a leave of absence without pay for further recuperation.
 - 13.4.5 Any time an employee on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position.
 - 13.4.6 The District reserves the right at District expense to require a medical examination by a District selected doctor at any state of an industrial accident claim.
 - 13.4.7 Any employee on industrial accident leave shall not leave the state without written consent from the District.

13.5 Catastrophic Leave [13.5](#)

13.5.1 Under the catastrophic leave program, District employees may voluntarily donate sick leave credits to other eligible employees within their employment group who have been granted leaves of absence due to a catastrophic illness or injury. Leave credits may not be exchanged between classified and certificated employees.

13.6 Sick Leave Credits. [13.6](#)

13.6.1 Credits are received and donated on an hourly basis.

13.7 Recipients. [13.7](#)

13.7.1 To be eligible to receive donations, the employee must satisfy all of the following conditions.

- a. Be covered by the catastrophic leave provisions of the collective bargaining agreement.
- b. Provide medical written verification from his/her licensed physician of a catastrophic illness or injury, indicating the incapacitating nature and probable duration of the illness or injury.
- c. Have used all available sick leave credits.
- d. Not be receiving other salary replacement credits such as worker's compensation.

13.8 Donations may be solicited through an announcement by the District on behalf of an eligible recipient.

13.9 All transfers of eligible leave credit shall be irrevocable. The Superintendent shall ensure that all donations are confidential.

13.10 To donate sick leave credits, the employee must satisfy all of the following conditions:

- a. Be covered by the catastrophic leave provisions of the collective bargaining agreement.
- b. Donation per employee not to exceed ten days (10 days) accumulated sick days. ~~(TA 9/9/2015)~~

- 13.11 Bereavement Leave – Employees of the bargaining unit shall be granted a leave with full pay in the event of a death in the employee’s immediate family. The leave shall be for a period not to exceed three (3) days or five (5) days if travel is over 200 air miles one way or out-of-state travel is required to attend services.
- 13.11.1. Immediate Family shall mean and include the following: husband, wife, mother, father sister, brother, son, step and foster son, daughter, step and foster daughter, grandparent, grandchild, stepmother, stepfather, stepson, stepdaughter of the employee or the employee’s spouse and any other relative person of either the employee or the spouse living in the immediate household of the employee.
- 13.11.2. Additional time off, with pay shall be granted by the District, when an employee’s emotional condition warrants such consideration; however, such additional time off shall be subtracted from the employee’s accumulated sick leave.
- 13.12 Jury Duty – An employee shall be entitled to leave without loss of pay for any time the employee is required to perform jury duty. The employee will reimburse the District that amount that he/she receives from the County for jury duty. Any meal, mileage, and/or parking allowance provided the employee for jury duty shall not be considered in the amount reimbursed to the District.
- 13.13 Personal Necessity Leave – Any seven (7) days of absence per year earned for sick leave under Section 13.1 of this Article may be used by the employee, at his/her election, in cases of personal necessity on the following basis.
- 13.13.1 The death of a member of the employee’s immediate family when additional leave is required beyond that provided in Section ~~13.11 13.5 (will need to change with numbering of bereavement)~~ of this Article or death not covered under bereavement leave but which of great personal concern to the employee;
- 13.13.2 As a result of an accident or illness involving an employee’s person or property or the person or property of his/her immediate family as listed in Section ~~13.11.1 13.5.1~~ or an incident of such an emergent nature that the immediate presence of the employee is required during his/her work day;
- 13.13.3 Appearance in court as a litigant or as a witness under an official order;
- 13.13.4 Illness of a member of the immediate family as defined in ~~13.11.1 13.5.1~~ of such a nature as to require the presence of the employee during his/her normal workday.
- 13.13.5 Employees shall be granted up to two (2) days for paternity or adoption leave. (see 2017-18 TA)
- 13.13.6 One (1) day of this leave may be used in each fiscal year for Compelling Personal Importance. The employee using such leave shall be required to file a written statement with the Personnel Department that such leave was not used for any of the following purposes:

- a. Engaging in other employment
 - b. Work stoppage or strike
 - c. Other personal reasons approved by the Superintendent, which cannot reasonably be taken care of outside the hours of assigned duty.
- 13.14 Military Leave – An employee shall be entitled to military leave as provided for in the Military and Veteran’s Code and the Education Code.
- 13.15 Pregnancy Disability Leave – A Unit member may use all available leaves for disability due to pregnancy, childbirth, or related medical conditions and recovery from these conditions.
- 13.15.1 The length of pregnancy disability leave, including the date on which the leave shall begin and the date on which the unit member is no longer disabled because of pregnancy and shall return to work shall be determined by the unit member’s physician.
 - 13.15.2 Before returning to work from a pregnancy disability leave, the unit member shall obtain a “return to work” certification from her health care provider stating that she is able to resume her job duties.
 - 13.15.3 Pregnancy disability leave shall not be granted to provide periods of convalescence beyond disability prior to or following child birth. Pregnancy disability leave shall not be granted for childcare.
- 13.16 Parental/Child Bonding Leave – Employees may elect to utilize up to 12 weeks of child bonding leave occasioned by the birth of the employee’s child, or the placement of a with the employee in connection with the employee’s adoption or foster care of the child as provided by the California Family Rights Act (CFRA).
- 13.16.1 Eligibility for Parental Leave:
 - 13.16.1.1 All full-time and part-time employees who have been employed for 12 months with the employer are entitled to utilize parental leave.
 - 13.16.1.2 There is no threshold number of hours that part-time employees, as well as full-time employees, must work in order to be eligible for parental leave.
 - 13.16.2 Commencement of Leave
 - 13.16.2.1 For birthing mothers, the 12 week child bonding leave shall commence after the conclusion of any pregnancy disability leave.
 - 13.16.2.2 For non-birthing ~~mothers~~parents, the 12 work week child bonding leave shall commence on the first day of such leave.

- 13.16.2.3 Child bonding leave shall run concurrently with the CFRA Leave and the total amount of child bonding leave and the CFRA Leave shall not exceed 12 work weeks in a 12 month period.
- 13.16.3 A unit member may use accumulated sick leave for the purpose of Child Bonding Leave. Pursuant to Education Code Section 45196.1, if an employee exhausts his/her sick leave prior to expiration of the 12 week child bonding leave, the employee shall be entitled to differential ~~pay (no less than 50% of regular pay, Education Code Section 45196.1)~~ as defined in 1.12 of Appendix B Definitions, for the balance of the 12 week period. Should the employee choose not to use available sick leave, the employee will not receive differential pay.
- 13.16.4 Pursuant to CFRA, child bonding leave may be used within one year of the birth, adoption or foster care placement of a child.
- 13.16.5 The employee must provide the district with at least thirty (30) days prior notice of intent to take child bonding leave, except in case of emergency.
- 13.16.6 Where both parents are employees of the District, the two parents are entitled to share a total of 12 work weeks of bonding leave.
- 13.16.7 The employee is entitled to take parental leave in intermittent periods within the 12 month period; however, the aggregate amount of parental leave taken shall not exceed 12 works weeks in the 12 month period.
- 13.16.8 If a school year concludes before the 12 work week period is exhausted, the employee may take the balance of the 12 work week period in the subsequent school year.
- 13.16.9 The employee is also entitled to use his or her vacation leave in taking parental leave, if the employee choses to do so.
- 13.16.10 Other Leaves – The District expressly reserves the sole right to grant or deny, on any terms mutually acceptable to the District and the employee, any other leave which may be requested by an employee.
- 13.16.11 Break In Service – No absence under the provisions of any paid leave provided for in this Article shall be considered a break in service. During the period the employee remains in paid status, all benefits provided to an active employee under the provisions of this Agreement shall continue to accrue.

13.17 MISCELLANEOUS

- 13.17.1 Each absence must be reported in AESOP. The absence must explain the reasons for the leave.
- 13.17.2 Leaves of absence may be taken in hourly increments.

ARTICLE 14 – DISCIPLINE

14.1 PROCEDURES

- 14.1.1 Bargaining unit members shall be disciplined for violation of the rules and regulations of the District, this Agreement and the law.
- 14.1.2 Unsatisfactory performance or misconduct of a major nature or serious situations involving the health and welfare of students or employees shall bypass the progressive discipline procedures.
- 14.1.3 Recommendations for discipline shall be for reasonable cause including but not limited to unsatisfactory performance.
- 14.1.4 Prior to the imposition of discipline of five (5) days or more suspension without pay or greater penalty, the bargaining unit member will be provided an opportunity for a “Skelly hearing” and the bargaining unit member given the opportunity to respond orally or in writing. Preliminary charges will be provided in writing to the bargaining unit member and a copy also shall be sent to the CSEA Labor Relations Representative in advance of the “Skelly hearing” which will give the bargaining unit member a reasonable opportunity of not less than five (5) days prior to the hearing. A copy of the preliminary charges provided to the CSEA Labor Relations Representative does not prejudice the right of a bargaining unit member to select his/her representative in the discipline proceeding.
 - 14.1.4.1 A Skelly officer shall be assigned to the bargaining unit member who shall not be the person who initiated and/or recommended that the bargaining unit member be disciplined.
 - 14.1.4.2 The Skelly officer shall provide a written response after the Skelly conference with a decision as to whether the charges are to be upheld, the recommended discipline reduced, or the charges dropped.
- 14.1.5 After the Skelly officer has provided a written response and prior to a formal evidentiary hearing, the bargaining unit member shall be informed of the specific charges against him or her and the evidence which supports it. The bargaining unit member shall also be given a statement of his or her right to a formal hearing on such charges. The bargaining unit member may request a hearing within ten (10) days after service of the notice to the bargaining unit member. Failure to request the hearing within ten (10) days means the bargaining unit member has waived the right to a hearing. The hearing may not be scheduled sooner than thirty (30) days from the time the charges were originally served. The notice shall include a card or paper which when signed constitutes a demand for hearing and a denial of all charges.
 - 14.1.5.1 The burden of proof shall be the District’s.
- 14.1.6 The District will provide one (1) copy each to the bargaining unit member and to the CSEA Labor Relations Representative of all necessary and relevant documents the District intends to introduce at the hearing or requested by CSEA. The District

and CSEA will identify any exhibits, any physical items, and any witnesses that the parties expect to introduce or to call at the hearing by no later than ten (10) working days prior to the hearing.

14.1.7 Any bargaining unit member against whom a recommendation of disciplinary action has been issued shall remain on active duty status and responsible for fulfilling the duties of the position pending his/her appeal or waiver.

14.1.8 The District shall use a hearing officer to hear disciplinary actions whose decision shall be final and binding. The hearing officer is limited to the following:

14.1.8.1 Adopt the proposed decision in its entirety.

14.1.8.2 Reduce the disciplinary action.

14.1.8.3 Reject the proposed disciplinary action in its entirety.

14.2 CAUSES

14.2.1 Grounds for discipline of any bargaining unit member include but are not limited to the following:

- a. Falsifying any information supplied to the school district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.
- b. Incompetency.
- c. Inefficiency.
- d. Neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drinking alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon employees associated with him/her.
- h. Possessing or being under the influence of a controlled substance at work or away from work, or furnishing alcohol or a controlled substance to a minor. Possessing or being under the influence of a controlled substance while not on duty shall be cause for discipline if the conduct adversely affects the district or the employee's ability to perform the duties or responsibilities of his/her position.
- i. Conviction of a felony, conviction of any sex offense made relevant by provisions of law, or conviction of a misdemeanor which is of such a nature as to adversely affect the district or the employee's ability to perform the duties or responsibilities of his/her position. A plea or verdict of guilty, or a conviction following a plea of no contest, is deemed to be a conviction for this purpose.
- j. Absence without leave.
- k. Immoral conduct which adversely affects the district or the employee's ability to perform the duties or responsibilities of his/her position.
- l. Discourteous treatment of the public, students, or other employees.
- m. Improper political activity.
- n. Willful disobedience.
- o. Misuse of district property.
- p. Violation of district, board or departmental rule, policy, or procedure.
- q. Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's job description or otherwise necessary for the employee to perform the duties of the position.
- r. A physical or mental disability which precludes the employee from the proper performance of his/her duties and responsibilities as determined by competent medical authority, except as otherwise provided by a contract or by law.
- s. Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age while acting in the capacity of a district employee.
- t. Unlawful retaliation against any other district officer or employee or member of the public who, in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual

or suspected violation of state or federal law occurring on the job or directly related thereto.

- u. Any other misconduct either during or outside of duty hours which is of such nature that it adversely affects the district or the employee's ability to perform the duties or responsibility of his/her position.

14.2.2 Except as defined in the items above, no disciplinary action shall be taken for any cause which arose before the bargaining unit member became permanent, nor for any cause which arose more than two (2) years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the bargaining unit member when it could be reasonably assumed that the bargaining unit member would have disclosed the facts to the District.

ARTICLE 15 – VACATION

- 15.1 Applicable employees in the bargaining unit shall earn paid vacation time under this Article.
- 15.2 Pay for vacation days for bargaining unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 15.3 Vacation time shall be earned and accumulated on an annual basis in accordance with the following schedules:
- a. 1 year = 10 days vacation
 - b. 2 years = 11 days vacation
 - c. 3 years = 12 days vacation
 - d. 4 years = 13 days vacation
 - e. 5 years = 14 days vacation
 - f. 6 years through 15 years = 15 days vacation
 - g. 16 years and over = 20 days vacation
- 15.4 Less than full-time employees (8 hours per day) shall earn the same number of vacation days listed above regardless of the number of months the employee works per year. (Example: A 5-hour employee working 10 months per year shall be entitled to earn 10 days of vacation at 5 hours per day for a total of 50 hours vacation for the year.)
- 15.5 Vacation shall be scheduled in advance at times requested by employees, to the extent practicable as determined by the employee's immediate supervisor and within the work requirements of the District.
- 15.6 Employees submitting vacation requests shall be given priority by the date the vacation request was submitted to and approved by the immediate supervisor. If vacation requests are submitted on the same date from the same site, the supervisor shall approve the request of the employee with greater seniority.
- 15.7 An employee may carry over one year's earned vacation days from the previous year. Excess days, above one year, will be paid off to the employee in the September 10th pay of each year at the employee's previous year's hourly rate.
- 15.8 An employee may request in writing that vacation of up to twenty days may be carried over into the next work year for a total of 40 days. The employee must include in their written request a plan for the use of the excessive days prior to June 30, of each year to avoid an additional cost to the District. Special request for an additional carryover in the third year will be on a case by case basis. In the event that a third year of carryover is approved, the employee agrees to take the time off as planned and will not incur additional costs to the District.
- 15.9 An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another leave authorized by this Agreement or mandated by law. Upon request, the employee shall supply notice and supporting information regarding the justification for such interruption or termination.

- 15.10 Vacation shall not be scheduled during the first six (6) months of employment.
- 15.11 When a holiday, as defined in this Agreement, falls during the scheduled vacation of any employee, such holiday shall not be charged against the employee's vacation balance, provided the employee was in paid status on the day preceding the holiday or the day following the holiday.

ARTICLE 16 – WORKING CONDITIONS

- 16.1 Any personal tools and equipment used by an employee at District request shall, in the event of loss or damage, be full compensated for at District expense.
- 16.2 The District shall provide, and pay for, TB tests and bi-annual bus driver physicals which are required by the Education Code and/or Title 5. If required, TB testing shall also include chest x-rays.
- 16.2.1 The District specifically reserves the right to meet this requirement by arranging for such tests to be performed at the (1) District, or (2) a clinic or a practitioner's office which is acceptable to the District and CSEA.
- 16.3 The District shall make every reasonable effort to conform to and comply with all health, safety and sanitation requirements imposed by state or federal law regulations adopted under state or federal law.
- 16.4 Should the employment duties of an employee in the bargaining unit require the use of specialized equipment or gear to insure the safety of the employee or others, the District agrees to furnish such equipment or gear or to reimburse the employee for the full cost of procuring such.
- 16.5 No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of health, safety, and sanitation requirements imposed by state or federal law or regulations adopted under state or federal laws.

ARTICLE 17 – SUMMER SESSION EMPLOYMENT

- 17.1 Unless precluded by the funding source, when the District maintains school sessions at times other than during the regular August to June academic year, it shall assign bargaining unit members of the District to perform the required services.
- 17.2 No bargaining unit member who is not normally required to render services between the end of the academic year in June to the beginning of the next academic year in August shall be required to perform services during such period.
- 17.3 Assignments during the summer session shall typically be made on the basis of seniority for employment in the classification of service that is required.
- 17.4 A bargaining unit member shall, for services performed in the summer session, receive a prorated portion of the compensation and benefits which are applicable to that employee and classification during the regular academic year.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

- 18.1 This Agreement shall supersede any rules, regulations or practices of the District which are inconsistent with its terms.
- 18.2 Upon initial employment, each employee of the bargaining unit shall receive a copy of:
- a. The applicable job description;
 - b. A statement of the monthly or hourly rate for his/her classification;
 - c. A statement of the employee's regular work site;
 - d. The assigned hours per day, days per week and months per year, and;
 - e. A statement of the accrual rate for days of sick leave and vacation.
- 18.3 The above information in 18.2 shall be provided to each employee, at the employees request, at the beginning of each school year. This information shall be consistent with the provisions of this contract.
- 18.4 The District shall provide each bargaining unit employee and each new bargaining unit employee with a copy of this Agreement at no cost to the employee.

ARTICLE 19 – NO DISCRIMINATION

- 19.1 The District shall not discriminate in any manner against a unit member because of race, religion, creed, national origin, age, or sexual orientation as provided by Title VII, Civil Rights Act.
- 19.2 The District shall not threaten or discriminate against a unit member for the exercise of any rights guaranteed by law.

ARTICLE 20 – LAYOFFS

- 20.1 ~~Bargaining unit members shall be subject to layoff for lack of work or lack of funds. Bargaining unit members shall be subject to layoff for the reasons set forth in Education Code Section 45117, due to lack of work or lack of funds, and are entitled to the layoff procedures including layoff notice and right to hearing, per this Section. Affected employee shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff~~ and informed of their displacement rights, if any, and reemployment rights. When employees in the bargaining unit are laid off for lack of work or lack of funds, layoffs shall be made in reverse order of seniority in the classification in which the layoff occurs. The employee who has been employed the shortest time in a classification, plus higher classifications, shall be considered to have the least seniority and, therefore, shall be laid off first.
- 20.2 ~~No permanent nor probationary classified employee shall be laid off from any position while employees serving under emergency, substitute, or limited-term employment are retained in positions of the same classification or similar classifications. When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classification employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than sixty (60) days prior to the effective date of their layoff.~~
- 20.3 ~~A written notice of layoff shall be personally delivered to the bargaining unit member(s) or mailed by certified or registered mail to the employee’s last address on file at the District office. No permanent nor probationary classified employee shall be laid off from any position while employees serving under emergency, substitute, or limited-term employment are retained in positions of the same classification or similar classifications.~~
- 20.4 ~~The names of permanent and probationary employees laid off shall be placed on a reemployment list for the classification for which they were laid off. Names on the reemployment list shall be in the order of seniority and shall continue for thirty-nine (39) months from the date of layoff. A written notice of layoff shall be personally delivered to the bargaining unit member(s) or mailed by certified or registered mail to the employee’s last address on file at the District office not less than sixty (60) days (except in emergency situation as stipulated in Ed Code Section 45117) prior to the effective date of the layoff.~~
- 20.5 ~~Employees on reemployment lists shall be hired over outside applicants for vacant positions for which he/she meets the qualifications for the position. (Tucker v. Grossmont decision). The names of permanent and probationary employees laid off shall be placed on a reemployment list for the classification for which they were laid off. Names on the reemployment list shall be in the order of seniority and shall continue for thirty-nine (39) months from the date of layoff.~~
- 20.6 ~~Any employee on a reemployment list shall be notified in writing by the District a vacancy exists along with a notice of the job posting. The written notice will be mailed to the last~~

~~address given to the District office by the employee. Employees on reemployment lists shall be hired over outside applicants for vacant positions for which he/she meets the qualifications for the position. (Tucker v. Grossmont decision).~~

- 20.7 ~~Refusal of an offer of employment shall not affect the standing of any employee on a reemployment list. Any employee on a reemployment list shall be notified in writing by the District a vacancy exists along with a notice of the job posting. The written notice will be mailed to the last address given to the District office by the employee.~~
- 20.8 ~~If the employee is reemployed in a permanent position, the employee will receive the accumulated sick leave and seniority that he/she accrued prior to the layoff. Refusal of an offer of employment shall not affect the standing of any employee on a reemployment list.~~
- 20.9 ~~After job site transfers have been considered, if a vacant position exists, an employee who has been laid off and is on a reemployment list may, based on seniority, elect to be placed into a vacant position within the classification from which he/she was laid off. If the employee is reemployed in a permanent position, the employee will receive the accumulated sick leave and seniority that he/she accrued prior to the layoff.~~
- ~~a. If the employee accepts reemployment into the same classification from which the employee was laid off, the employee shall be restored to his/her former step on the salary schedule.~~
- 20.10 ~~In lieu of being laid off, an employee may bump to any classification in which he/she had previous served under permanent or probationary status providing the employee has seniority over an employee already in the classification. Seniority in the current classification plus higher classifications in which the employee served shall be counted. After job site transfers have been considered, if a vacant position exists, an employee who has been laid off and is on a reemployment list may, based on seniority, elect to be placed into a vacant position within the classification from which he/she was laid off.~~
- ~~a. — If the employee accepts reemployment into the same classification from which the employee was laid off, the employee shall be restored to his/her former step on the salary schedule.~~
- 20.11 ~~In order to bump into a previous classification, the employee must notify the District office in writing not later than ten (10) calendar days after receiving a layoff notice. In lieu of being laid off, an employee may bump to any classification in which he/she had previous served under permanent or probationary status providing the employee has seniority over an employee already in the classification. Seniority in the current classification plus higher classifications in which the employee served shall be counted.~~
- 20.12 ~~An employee electing to bump into a lower classification shall be placed on a reemployment list for thirty-nine (39) months, plus an additional twenty-four (24) months. In order to bump into a previous classification, the employee must notify the District office in writing not later than ten (10) calendar days after receiving a layoff notice.~~
- 20.13 ~~If eligible, an employee who is scheduled for layoff may elect service retirement from the Public Employee's Retirement System. The employee's name will be placed on a~~

reemployment list. Upon receipt of notification from the employee that he/she has elected service retirement, the District office will notify PERS that the employee's retirement was due to a layoff. An employee electing to bump into a lower classification shall be placed on a reemployment list for thirty-nine (39) months, plus an additional twenty-four (24) months.

20.14 Should an employee who elects service retirement subsequently accept, in writing, reemployment, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement. If eligible, an employee who is scheduled for layoff may elect service retirement from the Public Employee's Retirement System. The employee's name will be placed on a reemployment list. Upon receipt of notification from the employee that he/she has elected service retirement, the District office will notify PERS that the employee's retirement was due to a layoff.

~~20.15 Should an employee who elects service retirement subsequently accept, in writing, reemployment, the District shall maintain the vacancy until PERS has properly processed the request for reinstatement from retirement.~~

ARTICLE 21 – CLASSIFICATION AND SALARY ASSESSMENTS

21.1 The classifications established within the Hamilton Unified School District are as follows:

- ~~a. Yard Duty Supervisor/Crossing Guard~~
- ~~b.a.~~ Child Nutrition Assistant
- ~~b.~~ Office Assistant I
- ~~c.~~ Library Media Technician
- ~~d.~~ Campus Supervisor/Crossing Guard
- ~~e.~~ Paraeducator/Library Media Technician
- ~~f.~~ Child Nutrition Lead
- ~~e.g.~~ District Bus Driver
- ~~d.h.~~ District Custodian
- ~~e.~~ Paraeducator
- ~~f.i.~~ Preschool Assistant
- ~~g.~~ Library Media Technician
- ~~h.~~ Child Nutrition Lead
- ~~i.~~ District Bus Driver
- ~~j.~~ Special Education Paraprofessional
- ~~j.k.~~ Administrative Technician
- ~~k.~~ District Account Clerk
- ~~l.~~ District Data Analyst
- ~~m.~~ Student Services and Library Coordinator
- ~~n.~~ Preschool Teacher
- ~~o.~~ District Universal - Maintenance & Transportation
- ~~l.p.~~ Business Services Technician
- ~~q.~~ Information Systems Technician
- ~~m.r.~~ Licensed Vocational Nurse
- ~~n.~~ Preschool Teacher
- ~~o.~~ Student Services and Library Coordinator
- ~~p.~~ District Universal – Maintenance and Transportation

21.2 For the purposes of salary/duty assessment the following job alike or similar jobs will be grouped for reevaluation on an every five year rotational process beginning with the 2018-19 school year. CSEA joint committee with the District will choose the positions to be evaluated.

21.3 The District and Unit may regroup any or all classification upon mutual agreement.

21.4 The process of salary/duty assessment:

21.4.1 The Unit will appoint one member of the negotiation committee to serve as liaison for each classified group during the salary duty assessment process.

21.4.2 The Superintendent or his designee shall meet with each classification to review the current job description to determine any changes in the job duties

and responsibilities. This meeting will be during the usual and customary work times of the classification under review. If an employee works a PM or alternative time other than 8:00 a.m. to 5:00 p.m. Monday through Friday, that employee or representative shall be provided adequate release time to accomplish the job description assessment.

21.4.3 The Unit and District shall establish 16 (including Hamilton Unified School District) districts for comparison taking into account the following factors (the District and Unit agree to split the survey work equally):

21.4.3.1 Demographic make-up of student populations

21.4.3.2 Average Daily Attendance (ADA) to be similar to Hamilton Unified School District

21.4.3.3 Economical stats (Free and Reduced lunch percentage and/or number with dictate supplemental and concentration data that supports the LCAP (Local Control and Accountability Plan) conditions of learning)

21.4.3.4 Geographical similarities (similar characteristics to the HUSD boundaries)

21.4.3.5 Market availability (those districts similar to the items listed above but close enough to create competition for workers in similar fields)

21.4.4 Once the list of schools/districts are agreed upon, a survey shall be created to garner the following information:

- a. Similar job tasks
- b. Work hours/days
- c. Salary schedules (once acquired, remove the high salary and low salary from survey)
- d. Benefits
- e. Competencies
- f. Education

21.4.5 The District and Unit agrees that should the district fall into financial distress, this article may be suspended under the following:

21.4.5.1 Decrease of ADA over 10 and a sustained projected decline can be established.

21.4.5.2 The District financial report known as Second Interim falls into Qualified or Negative status.

21.4.5.3 To avoid layoffs of current Unit members.

21.5 The suspension of this article will remain in place until all layoffs, ADA or financial hardship due to a Qualified or Negative budget status have been lifted and all unit members who were placed on the 39 month rehire list have been re-employed or have removed themselves due to other employment opportunities outside the district.

SIGNATURE PAGE

Agreement

Between Hamilton Unified School District

And

California School Employees Association

Chapter 623

July 1, ~~2017~~2021-June 30, ~~2020~~2023

Signed and entered this _____ day of _____, ~~2017~~2021

~~Charles Tracy~~Jeremy Powell,
President
District Superintendent

Chris DeVries, CSEA

~~Diane Lyon~~Kristen Hamman, Chief Business
Johnson, CSEA Vice President
Official

~~Derek Hawley~~Erin

Matt Juhl-Darlington
Member
District Legal Council

~~Sean Montgomery~~Rowan Dietle, CSEA

~~Erin Johnson~~Dave Elkin, CSEA Member

~~Nanci Eastman~~William Pope, CSEA Field
RepresentativeRepresentative

|

|

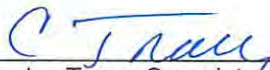
SIGNATURE PAGE

AGREEMENT


Between
Hamilton Unified School District
and
California School Employees Association
Chapter 623

July 1, 2012 – June 30, 2015

Signed and entered this 24th day of October, 2012.



Charles Tracy, Superintendent
Hamilton Unified School District



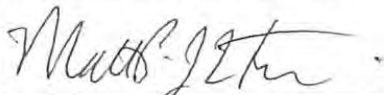
Chris DeVries, President
CSEA



Diane Lyon, Chief Business Official
Hamilton Unified School District




Anthony Robertson
CSEA



Matt Juhl-Darlington, ESQ.
District Legal Counsel



Sean Montgomery, Vice President
CSEA



Nanci Eastman
Labor Relations Representative
CSEA

APPENDIX A – CLASSIFIED SALARY SCHEDULE

HAMILTON UNIFIED SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE
 2022-2023
 CAP \$12,370

STEP	1	2	3	4	5	6-9	10 3%	11-14 1%	15 3%	16-19 1%	20 3%	21-24 1%	25 3%	26-29 4%	30 5%
RANGE															
1.00	13.46	14.03	14.59	15.13	15.74	16.38	16.54	17.04	17.21	17.73	17.90	18.44	18.62	19.37	20.34
2.00	14.02	14.59	15.13	15.74	16.39	17.04	17.21	17.73	17.90	18.44	18.63	19.18	19.38	20.15	21.16
3.00	14.59	15.13	15.74	16.39	17.04	17.70	17.88	18.42	18.60	19.16	19.35	19.93	20.13	20.93	21.98
4.00	15.13	15.74	16.39	17.04	17.70	18.45	18.64	19.20	19.39	19.97	20.17	20.77	20.98	21.82	22.91
5.00	15.74	16.39	17.04	17.70	18.45	19.15	19.34	19.92	20.12	20.72	20.93	21.56	21.77	22.64	23.77
6.00	16.39	17.04	17.70	18.45	19.15	19.91	20.11	20.71	20.92	21.54	21.76	22.41	22.64	23.54	24.72
7.00	17.10	17.70	18.45	19.15	19.91	20.70	21.32	21.54	22.18	22.41	23.08	23.31	24.01	24.97	26.22
8.00	17.70	18.45	19.15	19.91	20.70	21.54	22.19	22.41	23.08	23.32	24.02	24.26	24.99	25.98	27.28
9.00	18.45	19.15	19.91	20.70	21.54	22.37	23.04	23.27	23.97	24.21	24.94	25.19	25.95	26.98	28.33
10.00	19.10	19.91	20.70	21.54	22.37	23.29	23.99	24.23	24.96	25.21	25.97	26.23	27.02	28.10	29.51
11.00	19.91	20.70	21.54	22.37	23.29	24.18	24.90	25.15	25.91	26.17	26.95	27.23	28.04	29.16	30.62
12.00	20.70	21.54	22.37	23.29	24.18	25.12	25.88	26.14	26.92	27.20	28.01	28.29	29.14	30.31	31.82
13.00	21.53	22.40	23.26	24.22	25.15	26.13	26.91	27.18	28.00	28.28	29.13	29.42	30.31	31.52	33.10
14.00	22.39	23.29	24.19	25.19	26.15	27.18	27.99	28.27	29.12	29.42	30.30	30.60	31.52	32.78	34.42
15.00	23.29	24.22	25.16	26.20	27.20	28.27	28.55	29.40	29.69	30.59	30.89	31.82	32.14	33.43	35.09
16.00	24.22	25.19	26.17	27.25	28.29	29.40	29.69	30.58	30.88	31.81	32.13	33.09	33.43	34.77	36.49

RANGE

- 7.00 Library Media Technician
- 7.00 Campus Supervisor/Crossing Guard
- 7.00 Child Nutrition Assistant
- 7.00 Paraeducator/Library Media Technician
- 8.00 District Custodian
- 8.00 Preschool Assistant
- 9.00 Child Nutrition Lead
- 9.00 Office Assistant I
- 9.00 Special Education Paraprofessional
- 10.00 District Data Analyst
- 10.00 Student Services and Library Coordinator
- 11.00 District Bus Driver
- 11.00 Preschool Teacher
- 12.00 Administrative Technician
- 13.00 District Universal - Maintenance & Transportation
- 14.00 Information Systems Technician
- 14.00 Licensed Vocational Nurse (LVN)
- 15.00 None, N/A
- 16.00 Business Services Technician

Effective July 1, 2022

COLA 5% increase to board for approval June 27, 2022

CAP \$12,370 effective 10/1/2022

Master's stipend \$1200, BS/BA stipend \$600, AS/AA stipend \$400

Employees on the Classified Salary Schedule in the job classification "District Universal – Maintenance & Transportation" will receive an annual cell phone stipend amount of \$600 (BP/AR 3513.1).

HAMILTON UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2021-2022
CAP \$11,370

STEP	1	2	3	4	5	6-9	10-14	15-19	20-24	25-29	30
RANGE											
1.00	12.81	13.36	13.90	14.41	14.99	15.60	16.12	16.58	17.07	17.75	18.60
2.00	13.35	13.90	14.41	14.99	15.61	16.23	16.73	17.20	17.73	18.41	19.35
3.00	13.90	14.41	14.99	15.61	16.23	16.86	17.38	17.92	18.49	19.21	20.18
4.00	14.41	14.99	15.61	16.23	16.86	17.57	18.09	18.61	19.21	20.00	21.00
5.00	14.99	15.61	16.23	16.86	17.57	18.23	18.79	19.36	19.93	20.72	21.74
6.00	15.61	16.23	16.86	17.57	18.23	18.96	19.54	20.10	20.68	21.50	22.65
7.00	16.28	16.86	17.57	18.23	18.96	19.72	20.34	20.96	21.58	22.43	23.59
8.00	16.86	17.57	18.23	18.96	19.72	20.51	21.13	21.77	22.39	23.37	24.52
9.00	17.57	18.23	18.96	19.72	20.51	21.30	22.00	22.65	23.32	24.32	25.48
10.00	18.19	18.96	19.72	20.51	21.30	22.18	22.86	23.54	24.29	25.27	26.51
11.00	18.96	19.72	20.51	21.30	22.18	23.02	23.75	24.43	25.21	26.28	27.59
12.00	19.72	20.51	21.30	22.18	23.02	23.93	24.66	25.37	26.21	27.34	28.67
12.25	19.93	20.68	21.58	22.39	23.32	24.16	24.94	25.67	26.44	27.60	28.96
13.00	20.50	21.33	22.15	23.07	23.95	24.88	25.65	26.39	27.26	28.43	29.81
14.00	21.32	22.18	23.04	23.99	24.90	25.88	26.68	27.44	28.35	29.57	31.01

RANGE

- 6.00 Child Nutrition Assistant
- 7.00 Office Assistant I
- 7.00 Library Media Technician
- 7.00 Campus Supervisor/Crossing Guard
- 7.00 Paraeducator/Library Media Technician
- 8.00 Child Nutrition Lead
- 8.00 District Bus Driver
- 8.00 District Custodian
- 8.00 Preschool Assistant
- 9.00 Special Education Paraprofessional
- 10.00 Administrative Technician
- 10.00 District Data Analyst
- 10.00 Student Services and Library Coordinator
- 11.00 Preschool Teacher
- 12.25 District Universal - Maintenance & Transportation
- 14.00 Business Services Technician (formerly at Range 10.00 and known as District Account Clerk)
- 14.00 Information Systems Technician (formerly at Range 10.00)
- 14.00 Licensed Vocational Nurse (LVN)

4% increaseboard for approved at the November 3, 2021 special board meeting - retro from July 1, 2021

Effective July 1, 2021
COLA N/A 7/1/21
CAP \$11,370
Master's stipend \$800, BS/BA stipend \$600, AS/AA stipend \$400

[TWI]

HAMILTON UNIFIED SCHOOL DISTRICT
 CLASSIFIED SALARY SCHEDULE
 2018-2019
 CAP \$11,370

STEP	1	2	3	4	5	6-9	10-14	15-19	20-24	25-29	30
RANGE											
1.00	11.96	12.47	12.97	13.45	13.99	14.56	15.05	15.47	15.93	16.56	17.36
2.00	12.46	12.97	13.45	13.99	14.57	15.15	15.62	16.05	16.55	17.19	18.06
3.00	12.97	13.45	13.99	14.57	15.15	15.73	16.23	16.73	17.25	17.93	18.83
4.00	13.45	13.99	14.57	15.15	15.73	16.40	16.88	17.37	17.93	18.67	19.60
5.00	13.99	14.57	15.15	15.73	16.40	17.02	17.54	18.07	18.59	19.34	20.30
6.00	14.57	15.15	15.73	16.40	17.02	17.69	18.23	18.77	19.30	20.07	21.14
7.00	15.20	15.73	16.40	17.02	17.69	18.40	18.98	19.56	20.14	20.93	22.02
8.00	15.73	16.40	17.02	17.69	18.40	19.15	19.72	20.33	20.90	21.81	22.88
9.00	16.40	17.02	17.69	18.40	19.15	19.89	20.53	21.14	21.76	22.69	23.78
10.00	16.98	17.69	18.40	19.15	19.89	20.71	21.33	21.97	22.66	23.59	24.74
11.00	17.69	18.40	19.15	19.89	20.71	21.49	22.17	22.81	23.53	24.53	25.76
12.00	18.40	19.15	19.89	20.71	21.49	22.33	23.02	23.68	24.46	25.52	26.75
12.25	18.59	19.30	20.14	20.90	21.76	22.55	23.28	23.96	24.67	25.77	27.03

- RANGE
- 4.00 Yard Duty Supervisor/Crossing Guard
 - 5.00 Child Nutrition Assistant
 - 5.00 Office Assistant I
 - 6.00 District Custodian
 - 6.00 Paraeducator
 - 6.00 Preschool Assistant
 - 7.00 Library Media Technician
 - 8.00 Child Nutrition Lead
 - 8.00 District Bus Driver
 - 10.00 Administrative Technician
 - 10.00 District Account Clerk
 - 10.00 District Data Analyst
 - 10.00 Information Systems Technician
 - 10.00 Preschool Teacher
 - 10.00 Student Services and Library Coordinator
 - 12.25 District Universal - Maintenance & Transportation

Effective July 1, 2018
 COLA of 2.5% effective 7/1/18
 CAP \$11,370 effective 10/1/17
 Master's stipend \$800, BS/BA stipend \$600, AS/AA stipend \$400

APPENDIX B – DEFINITIONS

“Academic/Traditional school year” is the period normally from August to June, as designated by the district board, when students are normally required to be in attendance, usually defined by the annual district calendar that is published each year.

“Administrative leave” means that an employee is placed on leave with pay pending an investigation of disciplinary charges.

“Allocation” Is the placement of a classification on a specific salary schedule range or rate.

“Anniversary date” is the initial date of employment, Salary changes such as step increments shall occur concurrently with the first date of employment in a given fiscal year and monthly salaries shall successively include, up to the amount of eligible total, any prorated amounts of longevity for which the employee has qualified during the preceding year.

“Bolt Day” is a ½ day of paid leave for all 12 month employees in lieu of an additional training day.

“Bumping Right” is the right of an employee, under conditions as specified under Article 20, to displace an employee with less seniority in a classification.

“Catastrophic illness” or “catastrophic injury” means an illness or injury that is expected to incapacitate the employee or his/her family members and that requires the employee to take time away from work.

“Catastrophic leave credit” means sick leave donated from one employee’s accrued sick leave account to another employee.

“Classification” is a position with defined duties, responsibilities, and authority, with the same job title, minimum qualifications, and salary range.

“Classify” is the act of placing a position into a classification.

“Compensatory Time” is time banked for use by the employee, upon approval of their supervisor, compensating the employee for work performed above 40 hours in an assigned work week.

“Date of Hire” shall be understood to mean the first date of paid service to the employee.

“Demotion” Means assignment to an inferior position or status previously held by the demoted employee.

“Differential” is a salary allowances in addition to the basic rate or schedule based upon additional skills, responsibilities, hours of employment, or distasteful or hazardous work.

“Disciplinary action” includes any action whereby a permanent employee is deprived of any classification or any incident of any classification in which he/she has permanence, including,

dismissal, suspension, demotion, or any reassignment, without his/her voluntary consent, except a layoff or reassignment because of lack of work or lack of funds.

“Donor” means any person voluntarily transferring their sick leave credits to another employee.

“E.E.R. Committee” is an employer/employee relations committee.

“Extra Time” Any employee who’s shift is less than eight (8) hours, and must work beyond their regular assigned shift time, shall be paid at their regular rate up to (8) hours.

“Fiscal Year” is July 1 through June 30.

“Health and Welfare Benefits” mean any form of insurance or similar benefits programs, including, but not limited to, medical, hospitalization, surgical, prescription drugs, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs. (If such benefits are offered.)

“Incumbent” is an employee assigned to a position and who is currently serving in or on leave from the position.

“Industrial Accident or illness” is an injury or illness arising out of or in the course of employment of the District.

“Involuntary demotion” is a demotion without the employee’s voluntary written consent.

“Job description” is the description of the duties, responsibly, minimum qualifications, and authority of a classification.

“Job Family” is a group of classifications within the same occupational area.

“Minimum qualifications” are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific classification.

“Notice” whenever notice is required under this agreement, and no form of notice is otherwise designated, notice to the district shall be by personal delivery to the office of the Superintendent of written notice or First Class Mail notice to the Office of the Superintendent and notice to CSEA

shall be written notice by personally delivered to the President of the local chapter or First Class Mail Notice directed to the Hamilton Chapter 623, 620 Canal Street, Hamilton City CA 95951.

“Overtime” is compensation paid at one and one half (1½) of the employee’s hourly rate to any employee who works beyond eight (8) hours in a work day and/or 40 hours in an assigned work week. (Overtime must be pre-approved by the employee’s supervisor.)

“Participant” means any unit member.

“Permanent Employee” is a regular employee who successfully completes an initial probationary period of ~~one year~~6 months.

“Probationary Employee” is a regular employee who will become permanent upon successful completion of a probationary period of ~~one year~~6 months.

“Progressive discipline” includes but may not be limited to oral warning, written warning, unsatisfactory evaluation, written reprimand, suspension of less than five (5) days. Bargaining unit members shall be progressively disciplined. For these levels of discipline an employee may respond in writing and have it attached to any materials placed in the personnel file.

“Promotion” is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.

“Reallocation” is a movement of an entire classification from salary range or rate to another salary range or rate.

“Recipient” means any person meeting the eligibility requirements.

“Reclassification” Means the upgrade of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position.

“Reemployment” is the return to duty of an employee who has been placed on a reemployment list.

“Reemployment List” is a list of names of person who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness leave, or leave privileges, and who are eligible for reemployment without examination in their former classification for a period of thirty-nine (39) months, said list arranged in order of their right to reemployment (seniority).

“Regular employee” is any employee, whether permanent, probationary, full time or part time, who is not a restricted, substitute, short term, temporary, or student employee.

“Restricted Employee,” is an employee hired pursuant to any local, state, or federally funded program which restricts employment to persons in the low income groups, from designated

impoverished areas, and any other criteria which restricts the privilege of all citizens to complete for employment in such positions, except as may otherwise be specified by this agreement.

“Safety” conditions of employment” means any work-related conditions affecting the health and safety of the employee.

“Suspension” means temporary removal of any employee from his/her position with loss of pay as a disciplinary measure. Any suspension shall not be for more than twenty (20) work days.

“Voluntary demotion” means the assignment of an inferior position or status with the employee’s written consent.

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13f	Date: 10/26/2022
Agenda Item Description: Approve District and CSEA intention to negotiate “sunshine” requirements for the 2022-23 school year consistent with Government Code Section 3547 “sunshine” requirements.	
Background: The California School Employees Association and its Hamilton Chapter 623 (“CSEA”) and the Hamilton Unified School District (“District”) are parties to a Collective Bargaining Agreement (CBA) which expired on June 30, 2020 but which remains in full effect until a new contract is reached. Pursuant to the Educational Employment Relations Act (EERA), CSEA wishes to negotiate changes to the existing CBA. Specific proposals for all articles to be negotiated will be exchanged after a thorough good faith dialogue at the bargaining table.	
Status: Pending Board Approval	
Fiscal Impact: Potential depending on the outcome of Salary and Benefit negotiations.	
Educational Impact: n/a	
Recommendation: Recommend approval of District and CSEA intention to negotiate “Sunshine” requirements for the 2022-23 school year.	

From: **Chris DeVries** <CDeVries@hudsonschools.org>

Date: Tue, Oct 18, 2022 at 12:50 PM

Subject: CSEA SUNSHINE NEGOTIATIONS NOV 2022

To: Jeremy Powell <jpowell@hudsonschools.org>, Jolene Towne <JTowne@hudsonschools.org>

Cc: Erin Johnson <EJohnson@hudsonschools.org>, Dave Elkin <DElkin@hudsonschools.org>

Job study group for 23-24

The jobs up for review 23-24 program year are

PRESCHOOL ASSISTANT

PRESCHOOL TEACHER

SPECIAL ED PARA

PARA/CROSS GUARD/YARD DUTY/LIBRARY COMBO EFFORT

24-25 planned future review- may have changes.. tbd

LVN NURSE? (may exchange/never filled?)

DISTRICT CUSTODIAN

STUDENT SERVICES & LIBRARY (HS)

CAFÉ ASSISTANT



HAMILTON UNIFIED SCHOOL DISTRICT

620 Canal Street · P.O. Box 488 ·
Hamilton City, CA 95951
(530) 826-3261 · Fax (530) 826-0440 ·
www.husdschools.org

Jeremy Powell, Ed.D.
Superintendent

HAMILTON UNIFIED SCHOOL DISTRICT (“DISTRICT”) SUNSHINE PROPOSAL TO CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS HAMILTON CHAPTER NO. 623 (“CSEA”)

For the Successor Contract

Pursuant to Government Code section 3547, the District hereby “sunshines” and submits the following initial proposals to the California School Employees Association and its Hamilton Chapter No. 623 (“CSEA”).

In preparation for successor contract negotiations with CSEA, the District has examined and reviewed all provisions of the current Collective Bargaining Agreement (CBA).

The District and CSEA, have a collective bargaining agreement that ended on June 30, 2023. The District would like to open on the following articles:

Article 10 Pay and Allowances:

- The District has an interest in providing fair and equitable total compensation for all unit members and an interest in maintaining the District’s long-term fiscal health and solvency.

Article 13 Leaves:

- Update to Assembly Bill 1949 Bereavement Leave Language

Article 21 Classification and Salary Assessments:

- Update language to meet current practice
- Update similar school districts used for comparison.

The District reserves the right to reopen three additional Articles in addition to those set forth above in accordance with the sunshining requirements of Government Code section 3547, section (d).

BOARD OF TRUSTEES

Hubert “Wendell” Lower, President □ Rod Boone, Clerk
Gabriel Leal, Trustee □ Ray Odom, Trustee □ Genaro Reyes, Trustee

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13g	Date: 10/26/2022
Agenda Item Description: Approve District and HTA intention to negotiate “sunshine” requirements for the 2022-23 school year consistent with Government Code Section 3547 “sunshine” requirements.	
Background: The Hamilton Teachers’ Association (“HTA”) and the Hamilton Unified School District (“District”) are parties to a Collective Bargaining Agreement (CBA) which expired on June 30, 2019 but which remains in full effect until a new contract is reached. Pursuant to the Educational Employment Relations Act (EERA), HTA wishes to negotiate changes to the existing CBA. Specific proposals for all articles to be negotiated will be exchanged after a thorough good faith dialogue at the bargaining table.	
Status: Pending Board Approval	
Fiscal Impact: Potential depending on the outcome of Salary and Benefit negotiations.	
Educational Impact: n/a	
Recommendation: Recommend approval of District and HTA intention to negotiate “Sunshine” requirements for the 2022-23 school year.	

Memo

To: Jeremy Powell
From: Maria Reyes-HTA President
Date: October 1, 2022
RE: HTA Opener for the 2023-2024

2023-2024 Negotiations: HTA requests review *of the following articles:*

Contract corrections:

Correct numbering for Articles XX, XXI, XXII, XXIV, XXV, XXVI, XXVII

Article XII: Work Hours/Work Year

- Equitable prep time for all certificated staff district-wide
- Review policies and procedures for staff assigned to two or more school sites within the District (similar bell schedule, travel cost, etc.)
- Hamilton Elementary School Recess Duty (side letter)

Article XIV: Class Size

- Review Maximum class size cap and Grade Span for Dual Immersion (DI) and English Only (EO) classes.
- Discuss combination classes, size and compensation

Article XXI: Salary Regulations

- HTA is requesting an increase to the salary schedule for the 2023-2024 school year.
- Agriculture Extra Duty stipends: Ag Instructor, Farm Manager (FFA advisor?)

Article XXII: Employee Benefits

- Review and negotiate as needed

APPENDIX A: HUSD Certificated Salary Schedule Teachers & District Dean of Students

- Column V (MA+PPS): Continue Column V to Step 36 as completed last year for Columns I-IV, utilizing the same steps and salary formula.



HAMILTON UNIFIED SCHOOL DISTRICT

620 Canal Street · P.O. Box 488 ·
Hamilton City, CA 95951
(530) 826-3261 · Fax (530) 826-0440 ·
www.husdschools.org

Jeremy Powell, Ed.D.
Superintendent

HAMILTON UNIFIED SCHOOL DISTRICT (“DISTRICT”) SUNSHINE PROPOSAL TO HAMILTON TEACHERS ASSOCIATION (“HTA”)

For the Successor Contract

Pursuant to Government Code section 3547, the District hereby “sunshines” and submits the following initial proposals to the Hamilton Teachers Association.

In preparation for successor contract negotiations with HTA, the District has examined and reviewed all provisions of the current Collective Bargaining Agreement (CBA).

The District and HTA have a collective bargaining agreement that ends on June 30, 2024. The District would like to open on the following articles:

Article XIII: Bereavement Leaves:

- Update to Assembly Bill 1949 Bereavement Leave Language

Article XXI & XXII: Salary Regulations & Employee Benefits:

- The District has an interest in providing fair and equitable total compensation for all unit members and an interest in maintaining the District’s long-term fiscal health and solvency.

Appendix E: (New)

- Certificated Job Descriptions

The District reserves the right to reopen three additional Articles in addition to those set forth above in accordance with the sunshining requirements of Government Code section 3547, section (d).

BOARD OF TRUSTEES

Hubert “Wendell” Lower, President □ Rod Boone, Clerk
Gabriel Leal, Trustee □ Ray Odom, Trustee □ Genaro Reyes, Trustee

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13h	Date: 10/26/22
Agenda Item Description: Approve 2022-23 Butte-Glenn Community College District Allocation Agreement for California Adult Education Program	
Background: This contract renews HUSD agreement with Butte-Glenn Community College District for Adult Education Program. Membership in the consortium allows collaboration to increase opportunities and outcomes for Adult Education participants using allocated funds from the program.	
Status: Pending Board Approval	
Fiscal Impact: None	
Educational Impact: Supports HUSD Adult Education program.	
Recommendation: Recommend Board approve 2022-23 Butte-Glenn Community College District Allocation Agreement for California Adult Education Program	



BUTTE-GLENN COMMUNITY COLLEGE DISTRICT
3536 Butte Campus Drive, Oroville, CA 95965

ALLOCATION AGREEMENT
FOR
CALIFORNIA ADULT EDUCATION PROGRAM

This Allocation Agreement ("Agreement") is entered into by and between the Butte-Glenn Community College District on behalf of its Career and Technical Education Department ("District") and Hamilton Unified School District ("Consortium Member"), for the Consortium Member to perform the work which is more particularly set forth in this Agreement and in the Exhibits attached hereto and incorporated into this Agreement by this reference.

RECITALS

WHEREAS, the District has been awarded funds under the AB104 California Adult Education Program Regional Consortia Allocation from the California Community Colleges Chancellor's Office ("Sponsor"), for the purpose of implementing the program entitled California Adult Education Program (CAEP) Program established by Education Code Sections 84900 ("Program").

WHEREAS, the Butte-Glenn Adult Education Consortium ("BGAE Consortium") has been approved by the California Community Colleges Chancellor's Office for the Butte-Glenn region.

WHEREAS, Consortium Member is a community college district, school district, or county office of education, located within the geographical boundaries of the District, and agrees to participate in the BGAE Consortium in accordance with the rules and procedures as approved by Sponsor and set forth in the BGAE Consortium's Consortia Report on Governance Compliance of Rules and Procedures;

WHEREAS, the District has been designated to serve as the BGAE Consortium Fund Administrator to receive and distribute funds for the Program; and

WHEREAS, the BGAE Consortium has approved a Consortium Fiscal Administration Declaration (CFAD) and subsequent Amendment that includes the amount of funds to be distributed to each member of the BGAE Consortium by fiscal year and an Annual Plan that references the BGAE Consortium's key accomplishments, goals, and strategies.

NOW, THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK. The Consortium Member shall perform the work set forth in Exhibit A, BGAE Consortium Annual Plan.
2. PERIOD OF PERFORMANCE. The period of performance for this Agreement shall commence on July 1, 2022 and shall expire on June 30, 2023, unless extended by written amendment to this Agreement or terminated sooner in accordance with the termination provisions of this Agreement.
3. KEY PERSONNEL. The Consortium Member's performance under this Agreement shall be under the direction of Consortium Member's Designated Official, Jeremy Powell, who is considered essential to the Work. Substitutions or substantial reductions in Jeremy Powell level of effort will be only for compelling reasons and with the prior written approval of the District's Authorized Representative for Technical Matters.

The District's Project Director for this Agreement is: Melisse Boyd

4. ALLOCATION OF FUNDS. The total amount of funds made available for payment to Consortium Member for work performed under this Agreement are allocated at \$232,032.00. The allocated amount is fixed and based upon the amounts detailed in Exhibit B, Consortium Fiscal Administration Declaration (CFAD) and Allocation Amendment. In no event shall the District be liable for payment to Consortium Member which would result in

cumulative payment under this Agreement exceeding the total allocated funds unless this Agreement is modified in writing in accordance with this Agreement.

5. ALLOWABLE COSTS. The allowability of costs under this Agreement shall be determined in accordance with the terms of this Agreement and the CAEP Fiscal Management Guide.
6. BUDGET. The Budget, as detailed in NOVA, lists costs and categories of costs approved to fund the Consortium Member's performance of the Work. The administrative requirements for approval of rebudgeting will be governed by the policies indicated in the CAEP Fiscal Management Guide.
7. PAYMENT. The District shall make payment of the funds allocated under this Agreement to Consortium Member in equal quarterly advance payments on: execution of this Agreement, November 1, 2022, January 1, 2023, and April 1, 2023. Payment shall be contingent upon the receipt of funding from the Sponsor and upon the Consortium Member's compliance with the terms and conditions of this Agreement. All payments shall be subject to correction and adjustment upon audit or any disallowance. The Consortium Member is solely responsible for reimbursing the District for amounts paid the Consortium Member but (i) disallowed under the terms of this Agreement, or (ii) upon termination of this Agreement, unexpended or unobligated balance of funds advanced.
8. SEPARATE ACCOUNTING. The Consortium Member will establish a separate account for all funds specified in this Agreement and will use the funds as allowed under the Program pursuant to Education Code Section 84913 to perform the Work specified in this Agreement. As applicable, the Consortium Member shall also establish and maintain such accounting and documentation of matching expenditures of the Consortium Member to satisfy the requirements of the Sponsor.
9. USE OF FACILITIES AND EQUIPMENT. The Consortium Member will furnish the facilities and equipment necessary to perform and complete the Work under this Agreement, and District has rights to inspect facilities furnished.
10. AUDIT. The District, the Sponsor, the California State Auditor, any other appropriate government agency authorized by law, or their duly authorized representatives shall, until three (3) years after the expiration date of this Agreement, have access to any of the Consortium Member's records related to this Agreement, at the Consortium Member's regular place of business, for the purpose of conducting audits. The period of access for records relating to (1) appeals under a dispute, (2) litigation or settlement of claims arising from the performance of this Agreement, or (3) costs and expenses of this Agreement to which exception has been taken shall continue until such appeals, litigation, claims, or exceptions are disposed of.
11. PROGRESS REPORTS. The Consortium Member shall furnish regular reports of findings and progress made under this Agreement in accordance with the CAEP Program Guidance and CAEP Fiscal Management Guide.
12. AUTHORIZED REPRESENTATIVES. For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties.

For the District.	Technical Matters:	Melisse Boyd Director, CTE Grants & Regional Projects Butte-Glenn Community College District 3536 Butte Campus Dr. Oroville, CA 95965
	Business Matters:	Melisse Boyd Director, CTE Grants & Regional Projects Butte-Glenn Community College District 3536 Butte Campus Dr. Oroville, CA 95965

	Authorized Official:	Andrew B. Suleski Vice President for Administration SAS-320 Butte-Glenn Community College District 3536 Butte Campus Drive Oroville, CA 95965
For the Consortium Member.	Technical Matters:	Jeremy Powell Superintendent Hamilton Unified School District 620 Canal St., PO Box 488 Hamilton City, CA 95951
	Business Matters:	Kristen Hamman Chief Business Official Hamilton Unified School District 620 Canal St., PO Box 488
	Authorized Official:	Jeremy Powell Superintendent Hamilton Unified School District 620 Canal St., PO Box 488 Hamilton City, CA 95951

13. CAEP Guidance. The Work is subject to the provisions of Exhibit C, CAEP Guidance and Exhibit D, CAEP Fiscal Management Guide.

14. INDEPENDENT CONTRACTOR. For the purpose of this Agreement and all work and services specified herein, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party.

15. ASSIGNMENT. The Consortium Member may not assign, transfer or Agreement any part of this Agreement, any interest herein or claims hereunder, without the prior, written approval of the District and Sponsor.

16. CANCELLATION. Either party may at any time cancel this Agreement, with or without cause, by giving thirty (30) days advance written notice to the other party which shall commence on the date of mailing of the written notice by certified mail or personal delivery. Thereafter, this Agreement shall become null and void except for the portion or portions of payment herein agreed upon for which expenses have been necessarily incurred in the performance of this Agreement.

17. APPROPRIATED FUNDS. The continuation of this Agreement shall be subject to sufficient appropriated funds being received by District to administer and support the Program. In the event sufficient funds are not available or are discontinued at any time, the District may immediately cancel this Agreement by delivering written notice to the Consortium Member.

18. GENERAL RELEASE. The Consortium Member's acceptance of final payment of allocated funds under this Agreement shall release the District from all claims of the Consortium Member, and from all liability to the Consortium Member concerning the Work, except where such claims or liabilities arise from any negligent act, error or omission of the District.

19. USE OF NAME. Neither the Consortium Member nor the District shall make use of this Agreement, or use the other's name or that of any member of the other's staff for publicity or advertising purposes without prior written approval of the other party. This restriction shall not include internal documents available to the public that identify the existence of the Agreement.

20. CHANGES. By mutual written consent, the Consortium Member and the District may make changes to the Work and to the terms of this Agreement. Any such changes shall be in the form of a written amendment signed by authorized representatives of the Consortium Member and the District.

21. INDEMNIFICATION.

21.1. Consortium Member shall defend, indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of Consortium Member, its officers, employees, or agents.

21.2. District shall defend, indemnify and hold Consortium Member, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions or willful misconduct of District, its officers, employees or agents.

21.3. This indemnification provision shall survive termination of the Agreement and remain in effect.

22. INSURANCE. Consortium Member at its sole cost and expense, shall insure its activities in connection with this Agreement and maintain in force for the duration of this Agreement insurance policies and requirements as follows:

22.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations, and blanket contractual coverage.

22.2. Automobile Liability insurance with a combined single limit of not less than \$1,000,000 per accident for bodily injury and property damage with respect to the Consortium Member's owned, hired, and non-owned vehicles.

22.3. Workers' Compensation insurance as required under California State law.

22.4. Employer's Liability insurance with limits of not less \$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 policy limit for bodily injury or disease.

22.5. Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consortium Member, or any person employed by the Agreement, with a limit of not less than \$1,000,000 each claim.

22.6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the District and the Consortium Member against other insurable risks relating to performance of this Agreement.

22.7. Insurance shall be issued by an insurance company(ies) licensed in California with a current A.M. Best rating of A:VII or better. The coverage referred to under 26.1 and 26.2 of this Section shall be endorsed to name "Butte-Glenn Community College District, its trustees, officers, agents, employees, and volunteers" as additional insureds as their interest may appear. All insurance policies shall be endorsed to provide for thirty (30) days' advance written notice to the District of cancellation, suspension, or any material change of the required insurance coverage. If any insurance policy(ies) required by this Agreement is(are) written on a "claims made" basis: (i) the retroactive date must be shown, and must be before the date of the Agreement or the beginning of Work; and (ii) insurance shall be maintained and evidence of insurance must be provided for at least three (3) years following termination of this Agreement. The Consortium Member's insurance must be primary, and any insurance or self-insurance maintained by the District shall not contribute to it. The coverages required under this Section shall not limit the Consortium Member's liability. If any part of this Agreement is assigned or subcontracted, these insurance requirements also apply to all assignees and subcontractors. The Consortium

Member may fulfill its insurance obligations under this paragraph by self-insurance pursuant to an established plan operated in accordance with accepted insurance practices. Prior to commencing Work under this Agreement, Consortium Member shall furnish District with certificates of insurance and original endorsements evidencing the coverage, limits, and conditions required by this Agreement.

23. EQUIPMENT. Upon termination of this Agreement, equipment furnished or purchased by the District for the Program shall be retained by the District, and equipment furnished or purchased by the Consortium Member shall be retained by the Consortium Member.

24. CONFLICT OF INTEREST. Consortium Member shall not hire or contract with any officer or employee of District or any member of their immediate family to perform any service covered by this Agreement. Consortium Member warrants that no officer or employee of District has any financial interest, direct or indirect, in Consortium Member. Any question which may arise during the performance of this Agreement regarding a possible conflict of interest shall be referred to District for adjudication.

25. APPLICABLE LAW. This Agreement shall be interpreted and governed by applicable federal laws and State of California laws.

26. ENTIRE AGREEMENT. This Agreement is the complete agreement of the Consortium Member and the District and supersedes all prior understandings regarding the Work.

IN WITNESS WHEREOF, the respective parties have executed this Agreement on the dates indicated below.

BUTTE-GLENN COMMUNITY COLLEGE DISTRICT

HAMILTON UNIFIED SCHOOL DISTRICT

By: _____
(Signature of Authorized Official of District.)

By: _____
(Signature of authorized official of Consortium Member.)

Name: Andrew B. Suleski

Name: Jeremy Powell

Title: Vice President for Administration

Title: Superintendent

Date: _____

Date: _____

Exhibits

- A Cover page with attached document: Statement of Work: BGAE Consortium Annual Plan
- B Cover page with attached document: Consortium Fiscal Administration Declaration (CFAD) and Amendment
- C Cover page: CAEP Program Guidance
- D Cover page: CAEP Fiscal Management Guide

TO BE COMPLETED BY DISTRICT ONLY

The person preparing this contract must complete this section and obtain appropriate initials before contract will be approved.

Initiating Department:	CTE	Preparer's Name & ID:	Melisse Boyd	Phone:	X2862
Vendor Name:	Hamilton Unified School District		Vendor ID:	3000227	
PO Description <i>(Max. 25 characters)</i> :	2022-23 California Adult Education Program Allocation				
Budget Code:	12.247.500.1.601000.57400	PO Amount:	\$232,032.00		
Contract Monitor Name <i>(Person Who Approves Invoices)</i> :	Melisse Boyd			Phone:	X2862
Dept. Dean/Director Initials:		Dept. Vice President Initials:			
Business Contracts Approval:		Purchase Order Number:			

Statement of Work

The Consortium Member shall furnish all the necessary services, qualified personnel, material, equipment, and facilities not otherwise provided by District as needed to perform the work per the provisions of the BGAE Consortia Annual Plan attached hereto:

04 Butte-Glenn Adult Education Consortium

Plans & Goals

Executive Summary

During the 2022-23 program year, the Butte-Glenn Adult Education Consortium will continue to work collaboratively to help meet the needs of adult learners within Butte and Glenn counties, while at the same time creating benefit for the community and each of the consortium members. The funds will be allocated based on the originally approved percentage distribution. The consortium's annual plan is in alignment with the goals detailed in the three-year plan, and the associated implementation measures. During the previous planning period, the consortium had many accomplishments such as improvements to website, necessary changes to programs, and creation of new programs, continuation of consortium collaboration, and increased regional communication.

Regional Planning Overview

Meeting quarterly, the consortium will discuss the goals, objectives, and implementation measures associated with the three year plan; work toward developing and monitoring the measurements of success; and making programmatic adjustments as necessary. The needs stated in the 2022-23 annual plan mirror goals stated in the three-year plan. In addition, the annual plan strategies mirror many of the implementation measures noted in the three-year plan.

Meeting Regional Needs

Regional Need #1

Gaps in Service / Regional Needs

Increase collaboration between consortium members in order to increase opportunities and outcomes for adult education participants. Increase the number of completions in programs for adult education students. Provide education and training courses to address current and future needs of partner agencies, employers, and the labor market. Lead students forward, creating next level growth for each participant.

How do you know? What resources did you use to identify these gaps?

During the three-year planning process, the consortium analyzed needs based on: (1) the completion of a consortium member pre-planning assessment, (2) review of labor market analysis and occupational outlook for Butte/Glenn County, (3) review of existing adult education regional offerings, and (4) completion of a logic model related to the future of adult education in the Butte-Glenn region.

How will you measure effectiveness / progress towards meeting this need?

Effectiveness will be measured based on offerings, completions, and enrollments.

Address Educational Needs

2022-23 Strategies

Strategy Name

Evaluate and Collaborate

Activity that Applies to this Strategy

Address Current Needs

Metrics that Apply to this Activity/Strategy

- Employment and Earnings: Participants Who Became Employed in the 2nd Quarter After Exit (AE 505 - Overall)

Strategy Description

Evaluate labor market data quarterly, and evaluate needs/gaps in the region. Collaborate, when appropriate with employers/industry sectors. Expand numbers or types of offerings based on identified need (labor market data, employer input, community input, and/or student data). Research professional development opportunities, and share between consortium members. Distribute training materials from professional development opportunities to all consortium members. Member agency share outs at quarterly meetings regarding program offerings and partnership opportunities.

Improve Integration of Services & Transitions**2022-23 Strategies****Strategy Name**

Leverage Resources and Increase Collaborations

Activity that Applies to this Strategy

Lead Students Forward

Metrics that Apply to this Activity/Strategy

- Employment and Earnings: Participants Who Became Employed in the 2nd Quarter After Exit (AE 505 - Overall)
- Transition: Participants with Transition to Postsecondary (CTE) (AE 636 - Overall)
- Transition: Participants with Transition to Postsecondary (credit college) (AE 637 - Overall)

Strategy Description

Expose students to post-secondary educational opportunities through tours and educational search resources. Offer students transitional resources including virtual resume building assistance and assistance with college applications. Engage with local industry and industry-education liaisons. Connect with each student individually to create an adult education plan, provide early emotional support, and create a connection with various opportunities.

Improve Effectiveness of Services**2022-23 Strategies****Strategy Name**

Best Practices, Community of Practice

Activity that Applies to this Strategy

Increase Collaboration

Metrics that Apply to this Activity/Strategy

- Employment and Earnings: Participants Who Became Employed in the 2nd Quarter After Exit (AE 505 - Overall)
- Student Barriers: English Language Learner (AE 305 - Overall)
- Success: Participants Who Earn a High School Diploma or Equivalency (AE 633 - Overall)

Strategy Description

Member agency share outs at quarterly meetings regarding program offerings and partnership opportunities. Identify and share best practices. Connect to regional and statewide resources.

Fiscal Management

A narrative justifying how the planned allocations are consistent with the annual adult education plan which is based on your CAEP 3-year plan.

The planned allocations will be distributed to member agencies based on the originally approved percentages. Each member will utilize these funds to support existing Adult Education programs, grow programs where indicated, and initiate activities noted as implementation measures within the Butte-Glenn Adult Education three-year plan.

An approach to incorporating remaining carry-over funds from prior year(s) into strategies planned for 2022-23.

Carry-over funds that are not already encumbered will be used to support programs that align with the consortium's three-year plan.

Certification

Butte Co. Office of Education - Member Representative

Jennifer Foglesong

Senior Director

jfoglesong@bcoe.org

(530) 879-7462 ext: 1209

Approved by Jennifer Foglesong

09/08/2022 09:52 AM PDT

Butte-Glenn CCD - Member Representative

Teresa Ward

wardte@butte.edu

(530) 895-2543

Melisse Boyd

Director, CTE Grants and Regional Projects

boydme@butte.edu

(530) 895-2862

Approved by Teresa Ward

09/08/2022 09:01 AM PDT

Glenn Co. Office of Education - Member Representative

Elena Jones

Principal

ejones@glenncoe.org

(530) 936-6980 ext: 4774

Lourdes Ruiz

lruiz@glenncoe.org

(530) 934-6320 ext: 3151

Approved by Lourdes Ruiz

09/08/2022 12:38 PM PDT

Hamilton Unified - Member Representative

Jeremy Powell

jpowell@hudschools.org

Approved by Jeremy Powell

09/12/2022 11:41 AM PDT

Oroville Union High - Member Representative

Jeff Ochs

Director of Alternative Education

jochs@ouhsd.org

(530) 538-5350

Approved by Jeff Ochs

09/12/2022 04:19 PM PDT

Paradise Unified - Member Representative

Mike Lerch

mlerch@pusdk12.org

(530) 872-6478

Approved by Mike Lerch

09/08/2022 09:24 AM PDT



California
Community
Colleges



2022 © California Community Colleges

NOVA Site Version: [5.0.11](#)

CONSORTIUM FISCAL ADMINISTRATION DECLARATION (CFAD)
AND ALLOCATION AMENDMENT

The Consortia Member assures that it will comply with the provision of the Consortium Fiscal Administration Declaration (CFAD) AND subsequent Allocation Amendment attached hereto.

California Adult Education Program : CFAD : 2022-23 Produced: Oct 14, 2022, 02:25 PM UTC Melisse Boyd

04 Butte-Glenn Adult Education Consortium

Fiscal Declaration - Consortium Approved

Consortium Name: 04 Butte-Glenn Adult Education Consortium

Funding Channel: Fiscal Agent

Fiscal Agent: Butte-Glenn CCD

Narrative: The fiscal agent model has been effective since the inception of the planning grant. The fiscal agent is effectively maintaining their role. The 3-year plan will identify Butte College as the fiscal agent, continuing with their existing duties.

Changes: No Changes

Member Allocations

Member Name	(2022-23)	(2021-22)	(2020-21)
Butte Co. Office of Education	\$204,579	\$189,412	\$190,941
Butte-Glenn CCD	\$83,401	\$77,332	\$77,842
Glenn Co. Office of Education	\$540,392	\$500,478	\$504,368
Hamilton Unified	\$229,354	\$212,343	\$214,064
Oroville Union High	\$1,273,097	\$1,179,022	\$1,188,229
Paradise Unified	\$122,158	\$113,189	\$114,015
Total Allocated to Members	\$2,452,981	\$2,271,776	\$2,289,459
Total CAEP Funds	\$2,481,627	\$2,328,853	\$2,238,205
Total Remaining	\$28,646	\$57,077	\$-51,254

Consortia Report on Governance Compliance of Rules and Procedures v.1

1. Have all community college districts, school districts, county offices of education, or any joint powers authority, located within the boundaries of the adult education region been allowed to join the consortium as a member? *

Yes

2. Have all members committed to reporting any funds available to that member for the purposes of education and workforce services for adults and the uses of those funds? *

Yes

3. How will the available funds be reported and evaluated? *

Funds are managed both in the Community Colleges and Agencies local fiscal programs. The consortium is reporting and certifying expenditures through NOVA.

4. How will you assure that each member of the consortium is represented only by an official designated by the governing board of the member? *

Governing Boards appoint members and certifications in NOVA.

5. How will you assure that each member of the consortium participates in any decision made by the consortium? *

Members who do not participate may be subject to becoming an "ineffective member".

6. What will be the relative voting power of each member? *

1 member = 1 vote

7. How will decisions be approved? *

by majority vote of 51%

8. How did you arrive at that decision-making model? *

This method was selected at during the initial development of the consortium, and has not been changed.

9. How will proposed decisions be considered in open, properly noticed public meetings of the consortium at which members of the public may comment? *

Through voting during quarterly or special meetings.

10. Describe how will you provide the public with adequate notice of a proposed decision and consider any comments submitted by members of the public. *

All proposed decisions will be included with quarterly meeting agendas, which are sent out and posted to the website in advance of the meeting time.

11. Describe how comments submitted by members of the public will be distributed publicly. *

Comments will be recorded in meeting minutes and posted on the website.

12. Describe the process by which the consortium will solicit and consider comments and input regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults. *

All quarterly meetings include time for comments. Additionally, contact information is readily available on the website for anyone wishing for further communication.

13. How will you determine approval of a distribution schedule pursuant to Section 84913? *

Members vote and submit certifications in NOVA.

14. Has the consortium A) designated a member to serve as the fund administrator to receive and distribute funds from the

program or B) chosen to have a funds flow directly to the member districts based upon the approved distribution schedule? *

A) designated a member to serve as the fund administrator to receive and distribute funds from the program

15. How will members join, leave, or be dismissed from the consortium? *

Agencies may contact the consortium directly to petition to join, leave or be dismissed from the consortium.

16. How does the consortium monitor and administer carryover funds? *

Funds are managed both in the Community Colleges and Agencies local fiscal programs. The consortium is reporting and certifying expenditures through NOVA.

17. What bylaws do you have that governs carryover? *

None at this time.

18. How does your consortium define member effectiveness? *

<https://caladulthood.org/DownloadFile/1216>

19. What bylaws does your consortium have addressing member effectiveness? *

None at this time.

20. Does the consortium have a formal document detailing its work beyond the questionnaire? *

No

20.1 (No) If no, could you please address why not? *

A draft will be in progress soon.

Member Agencies

Member Agency	Member Type	Contact	Phone
Butte Co. Office of Education	County Office of Education (COE)	Jennifer Foglesong	(530) 879-7462 ext: 1209
Butte-Glenn CCD	District	Teresa Ward	(530) 895-2543
Glenn Co. Office of Education	County Office of Education (COE)	Elena Jones	(530) 936-6980 ext: 4774
Hamilton Unified	Unified School District	Jeremy Powell	
Oroville Union High	High School District	Jeff Ochs	(530) 538-5350
Paradise Unified	Unified School District	Mike Lerch	(530) 872-6478

Certification & Assurances



By clicking "Approve" on the approval cards below, you are certifying the CFAD as well as confirming that you and ALL consortium members agree to the Assurances listed below.

Assurances

Membership & Decision-Making

- I certify that any community college district, school district, or county office of education, or any joint powers authority consisting of community college districts, school districts, county offices of education, or a combination of these, located within the boundaries of the adult education region shall be permitted to join the consortium as a member (EC 84905 (a)(b). (See Membership Box above).
- I certify that only members as described above (and in EC 84905) are allowed to join my consortium as members and participate in decision making and approvals whether in a public meeting, or via the NOVA planning, budgeting & expense reporting system.
- I certify that as a condition of joining a consortium, as a member, I shall commit to reporting any funds (as described in EC 84916) available to that member for the purposes of education and workforce services for adults and the uses of those funds through the annual Program Area exercise in NOVA for reporting leveraged funds, and instructional hours.
- I certify that as a member of the consortium my district shall be represented only by an official designated by the governing board of the member (EC 84905 (c)).
- I certify that as a member of the consortium, I shall participate in any decision made by the consortium (EC 84905 (d)(1)(A)).
- I certify that all decision made by the consortium and its members is final (EC 84905 (d)(1)(F)).
- I certify that I will adhere to the consortium rules and procedures and, as agreed upon by the consortium members, to any additional by-laws, charters, etc.

Public Meetings

- I certify that a proposed decision is considered at an open, properly noticed public meeting of the consortium at which members of the public may comment (EC 84905 (d)(1)(B)).
- I certify that the consortium has provided the public with adequate notice of a proposed decision and considered any comments submitted by members of the public, and any comments submitted by members of the public have been distributed publicly (EC 84905 (d)(1)(C)).
- I certify that the consortium has requested comments regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults (EC 84905 (d)(1)(D)(i)).
- I certify that the consortium has requested comments regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults (EC 84905 (d)(1)(D)(i)).
- I certify that the consortium has considered input provided by pupils, teachers employed by local educational agencies, community college faculty, principals, administrators, classified staff, and the local bargaining units of the school districts and community college districts before it makes a decision (EC 84905 (d)(1)(E)).
- I certify that in addition to the meeting requirements listed in EC 84905, and as agreed upon by the consortium members, that I will follow the public meeting requirements listed in the Ralph M. Brown Act as the Brown Act applies to the governing body of any "local body created by state or federal statute." (Ed. Code, section 54952.)

Reporting Requirements

- I certify that I will participate in completing and updating any consortium long range and/or short range planning efforts and/or budget work plans (EC 84906, 84914(a)).
- I certify that all CAEP expenses have been expended in the CAEP seven program areas, and services provided are consistent with the 3-year plan, the annual plan, and my district's work plan & budget as submitted in NOVA (EC 84913 (1-7), 84906, 8914(a)).
- I certify that my expenditures of CAEP funds match the objectives/activities included in the annual plan and the member work plan (EC 84906, 84914(a)).
- I certify that my expenditures of CAEP funds adhere to the allowable uses of funds as identified in the CAEP Fiscal Management Guide.
- I certify that I will report student level enrollment data and outcomes as prescribed by the State CAEP Office (EC 84920).
- I certify that I will share financial expenditure and progress reports with the members of my regional consortium.
- I certify that I understand that as a member if I do not meet any of these items I have certified, I will be deemed an ineffective member which may result in a loss or reduction of CAEP funding (EC 84914(b)).
- I certify that all CAEP expenses have been expended only for the education of persons 18 years of age or older (EC 84901(a)).

Butte Co. Office of Education - Member Representative

Jennifer Foglesong
 Senior Director
jfoglesong@bcoe.org
 (530) 879-7462 ext: 1209

Approved by Jennifer Foglesong

04/28/2022 12:59 PM PDT

Butte-Glenn CCD - Member Representative

Teresa Ward
wardte@butte.edu
 (530) 895-2543

Melisse Boyd
 Director, CTE Grants and Regional Projects
boydme@butte.edu
 (530) 895-2862

Approved by Teresa Ward

04/28/2022 12:30 PM PDT

Glenn Co. Office of Education - Member Representative

Elena Jones
 Principal
ejones@glenncoe.org
 (530) 936-6980 ext: 4774

Lourdes Ruiz
lruiz@glenncoe.org
(530) 934-6320 ext: 3151

Approved by Elena Jones

04/28/2022 01:19 PM PDT

Hamilton Unified - Member Representative

Jeremy Powell
jpowell@husdschools.org

Approved by Jeremy Powell

04/28/2022 11:06 AM PDT

Oroville Union High - Member Representative

Jeff Ochs
Director of Alternative Education
jochs@ouhsd.org
(530) 538-5350

Approved by Jeff Ochs

04/28/2022 10:19 AM PDT

Paradise Unified - Member Representative

Mike Lerch
mlech@pusdk12.org
(530) 872-6478

Approved by Mike Lerch

04/28/2022 09:31 AM PDT



California
Community
Colleges



2022 © California Community Colleges
NOVA Site Version: [5.0.11](#)

CAEP Allocation Amendment: 2022-23 Produced: Aug 26, 2022, 04:16 PM UTC Jennifer Foglesong

04 Butte-Glenn Adult Education Consortium

Allocation Amendment Summary

Fiscal Declaration

The Fiscal Declaration information in this section has been provided as a courtesy. It has not been changed since CFAD has been approved by the Member Representatives.

Consortium Name: 04 Butte-Glenn Adult Education Consortium

Funding Channel: Fiscal Agent

Fiscal Agent: Not Selected

Narrative: The fiscal agent model has been effective since the inception of the planning grant. The fiscal agent is effectively maintaining their role. The 3-year plan will identify Butte College as the fiscal agent, continuing with their existing duties.

Changes: No Changes

Amended Member Allocations for 2022-23

Member Agency	Amended Allocation	Adjustment Made
Butte Co. Office of Education	\$206,968	\$2,389
Butte-Glenn CCD	\$84,375	\$974
Glenn Co. Office of Education	\$546,702	\$6,310
Hamilton Unified	\$232,032	\$2,678
Oroville Union High	\$1,287,964	\$14,867
Paradise Unified	\$123,586	\$1,428
Total Allocated to Members	\$2,481,627	
Total CAEP Funds	\$2,481,627	
Total Remaining (Must be \$0)	\$0	

Member Agencies

Member Agency	Member Type	Contact	Phone
Butte Co. Office of Education	County Office of Education (COE)	Jennifer Foglesong	(530) 879-7462 ext: 1209
Butte-Glenn CCD	District	Teresa Ward	(530) 895-2543
Glenn Co. Office of Education	County Office of Education (COE)	Lourdes Ruiz	(530) 934-6320 ext: 3151
Hamilton Unified	Unified School District	Jeremy Powell	
Oroville Union High	High School District	Jeff Ochs	(530) 538-5350
Paradise Unified	Unified School District	Mike Lerch	(530) 872-6478

Certification & Assurances



By clicking "Approve" on the approval cards below, you are certifying the CFAD as well as confirming that you and ALL consortium members agree to the Assurances listed below.

Assurances

Membership & Decision-Making

- I certify that any community college district, school district, or county office of education, or any joint powers authority consisting of community college districts, school districts, county offices of education, or a combination of these, located within the boundaries of the adult education region shall be permitted to join the consortium as a member (EC 84905 (a) (b)). (See Membership Box above).
- I certify that only members as described above (and in EC 84905) are allowed to join my consortium as members and participate in decision making and approvals whether in a public meeting, or via the NOVA planning, budgeting & expense reporting system.
- I certify that as a condition of joining a consortium, as a member, I shall commit to reporting any funds (as described in EC 84916) available to that member for the purposes of education and workforce services for adults and the uses of those funds through the annual Program Area exercise in NOVA for reporting leveraged funds, and instructional hours.
- I certify that as a member of the consortium my district shall be represented only by an official designated by the governing board of the member (EC 84905 (c)).
- I certify that as a member of the consortium, I shall participate in any decision made by the consortium (EC 84905 (d)(1)(A)).
- I certify that all decision made by the consortium and its members is final (EC 84905 (d)(1)(F)).
- I certify that I will adhere to the consortium rules and procedures and, as agreed upon by the consortium members, to any additional by-laws, charters, etc.

Public Meetings

- I certify that a proposed decision is considered at an open, properly noticed public meeting of the consortium at which members of the public may comment (EC 84905 (d)(1)(B)).
- I certify that the consortium has provided the public with adequate notice of a proposed decision and considered any comments submitted by members of the public, and any comments submitted by members of the public have been distributed publicly (EC 84905 (d)(1)(C)).

- I certify that the consortium has requested comments regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults (EC 84905 (d)(1)(D)(i)).
- I certify that the consortium has requested comments regarding a proposed decision from other entities located in the adult education region that provide education and workforce services for adults (EC 84905 (d)(1)(D)(i)).
- I certify that the consortium has considered input provided by pupils, teachers employed by local educational agencies, community college faculty, principals, administrators, classified staff, and the local bargaining units of the school districts and community college districts before it makes a decision (EC 84905 (d)(1)(E)).
- I certify that in addition to the meeting requirements listed in EC 84905, and as agreed upon by the consortium members, that I will follow the public meeting requirements listed in the Ralph M. Brown Act as the Brown Act applies to the governing body of any “local body created by state or federal statute.” (Ed. Code, section 54952.)

Reporting Requirements

- I certify that I will participate in completing and updating any consortium long range and/or short range planning efforts and/or budget work plans (EC 84906, 84914(a)).
- I certify that all CAEP expenses have been expended in the CAEP seven program areas, and services provided are consistent with the 3-year plan, the annual plan, and my district’s work plan & budget as submitted in NOVA (EC 84913 (1-7), 84906, 8914(a)).
- I certify that my expenditures of CAEP funds match the objectives/activities included in the annual plan and the member work plan (EC 84906, 84914(a)).
- I certify that my expenditures of CAEP funds adhere to the allowable uses of funds as identified in the CAEP Fiscal Management Guide.
- I certify that I will report student level enrollment data and outcomes as prescribed by the State CAEP Office (EC 84920).
- I certify that I will share financial expenditure and progress reports with the members of my regional consortium.
- I certify that I understand that as a member if I do not meet any of these items I have certified, I will be deemed an ineffective member which may result in a loss or reduction of CAEP funding (EC 84914(b)).
- I certify that all CAEP expenses have been expended only for the education of persons 18 years of age or older (EC 84901(a)).

Glenn Co. Office of Education - Member Representative
<p>Lourdes Ruiz lruiz@glenncoe.org (530) 934-6320 ext: 3151</p>
Approved by Lourdes Ruiz
08/22/2022 11:10 AM PDT

Hamilton Unified - Member Representative
<p>Jeremy Powell jpowell@hudschoools.org</p>
Approved by Jeremy Powell
08/22/2022 04:56 PM PDT

Butte-Glenn CCD - Member Representative

Teresa Ward
wardte@butte.edu
(530) 895-2543

Melisse Boyd
Director, CTE Grants and Regional Projects
boydme@butte.edu
(530) 895-2862

Approved by Melisse Boyd

08/22/2022 11:08 AM PDT

Butte Co. Office of Education - Member Representative

Jennifer Foglesong
Senior Director
jfoglesong@bcoe.org
(530) 879-7462 ext: 1209

Approved by Jennifer Foglesong

08/26/2022 09:16 AM PDT

Oroville Union High - Member Representative

Jeff Ochs
Director of Alternative Education
jochs@ouhsd.org
(530) 538-5350

Approved by Jeff Ochs

08/22/2022 03:47 PM PDT

Paradise Unified - Member Representative

Mike Lerch
mlerch@pusdk12.org
(530) 872-6478

Mike Gulbransen
Director
mgulbransen@pusdk12.org
(530) 872-6478

(530) 815-1252

Approved by Mike Lerch

08/22/2022 12:56 PM PDT



California
Community
Colleges



2022 © California Community Colleges
NOVA Site Version: 5.0.4

CAEP PROGRAM GUIDANCE

The Consortium Member assures that it will comply with the provisions of the CAEP Program Guidance located at <https://caladulthood.org/Administrators/20> which hereby incorporated herein and applicable hereto.

CAEP Fiscal Management Guide

The Consortium Member assures that it will comply with the provisions of the "CAEP Fiscal Management Guide Updated_June 2021" CAEP Fiscal Management Guide located at <https://caladulthood.org/Administrators/20> which hereby incorporated herein and applicable hereto.

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13i	Date: 10/26/22
Agenda Item Description: Re-Affirm 2000-01 Adopted CIF Pursuing Victory With Honor Principles	
Background: The past few years have seen an increase in negative behavior towards officials during school events nationwide, in California, and locally. This has included inappropriate behavior at school sporting activities. CIF recently passed new bylaws to include consequences for students, coaches, and now spectators that cause disruption to the school activity or verbally or physically harass or attack game officials. Approving his re-affirmation will show our school community, specifically our spectators, that HUSD stands strong in its support of our officials, administrators, and other game personnel. Providing that our HUSD board members are also in adherence of, advocates for, and examples of appropriate sportsmanship is vital to the entire management of athletic events. The goal is to promote sportsmanship, encourage positive school involvement and pride, and be determined in fostering a strong focus on education-based athletics.	
Status: Pending Board Re-Affirmation	
Fiscal Impact: None	
Educational Impact: Re-affirm focus on education-based athletics through ongoing parent/spectator education.	
Recommendation: Recommend Board Re-Affirm 2000-01 Adopted CIF Pursuing Victory With Honor Principles	



16 Principles of Pursuing Victory With Honorsm

1. The essential elements of character building and ethics in CIF sports are embodied in the concept of sportsmanship and six core principles: trustworthiness, respect, responsibility, fairness, caring and good citizenship. The highest potential of sports is achieved when competition reflects these “six pillars of character.”
2. It’s the duty of School Boards, superintendents, school administrators, parents and school sports leadership - including coaches, athletic administrators, program directors and game officials - to promote sportsmanship and foster good character by teaching, enforcing, advocating and modeling these “six pillars of character.”
3. To promote sportsmanship and foster the development of good character, school sports programs must be conducted in a manner that enhances the academic, emotional, social, physical and ethical development of student-athletes and teaches them positive life skills that will help them become personally successful and socially responsible.
4. Participation in school sports programs is a privilege, not a right. To earn that privilege, student-athletes must abide by the rules and they must conduct themselves, on and off the field, as positive role models who exemplify good character.
5. School Boards, superintendents, school administrators, parents and school sports leadership shall establish standards for participation by adopting and enforcing codes of conduct for coaches, athletes, parents and spectators.
6. All participants in high school sports must consistently demonstrate and demand scrupulous integrity and observe and enforce the spirit as well as the letter of the rules.

7. The importance of character, ethics and sportsmanship should be emphasized in all communications directed to student-athletes and their parents.
8. School Boards, superintendents, school administrators, parents and school sports leadership must ensure that the first priority of their student-athletes is a serious commitment to getting an education and developing the academic skills and character to succeed.
9. School Boards, superintendents, principals, school administrators and everyone involved at any level of governance in the CIF must maintain ultimate responsibility for the quality and integrity of CIF programs. Such individuals must assure that education and character development responsibilities are not compromised to achieve sports performance goals and that the academic, social, emotional, physical and ethical well-being of student-athletes is always placed above desires and pressured to win.
10. All employees of member schools must be directly involved and committed to the academic success of student-athletes and the character-building goals of the school.
11. Everyone involved in competition including parents, spectators, associated study body leaders, and all auxiliary groups have a duty to honor the traditions of the sport and to treat other participants with respect. Coaches have a special responsibility to model respectful behavior and the duty to demand that their student-athletes refrain from disrespectful conduct including verbal abuse of opponents and officials, profane or belligerent trash-talking, taunting and inappropriate celebrations.
12. School Boards, superintendents, and school administrators of CIF-member schools must ensure that coaches, whether paid or voluntary, are competent to coach. Training or experience may determine minimal competence. These competencies include basic knowledge of: 1) The character building aspects of sports, including techniques and methods of teaching and reinforcing the core values comprising sportsmanship and good character. 2) The physical capabilities and limitations of the age group coached as well as first aid. 3) Coaching principles and the rules and strategies of the sport.
13. Because of the powerful potential of sports as a vehicle for positive personal growth, a broad spectrum of school sports experiences should be made available to all of our diverse communities.
14. To safeguard the health of athletes and the integrity of the sport, school sports program must actively prohibit the use of alcohol, tobacco, drugs and performance-enhancing substances, as well as a demand compliance with all laws and regulations, including those related to gambling and the use of drugs.

15. Schools that offer athletic programs must safeguard the integrity of their programs. Commercial relationships should be continually monitored to ensure against inappropriate exploitation of the school's name or reputation. There should be no undue influence of commercial interests. In addition, sports programs must be prudent, avoiding undue dependency on particular companies or sponsors.
16. The profession of coaching is a profession of teaching. In addition to teaching the mental and physical dimensions of their sport, coaches, through words and example, must also strive to build the character of their athletes by teaching them to be trustworthy, respectful, responsible, fair, caring and good citizens.

"Pursuing Victory With Honor" and the "Six Pillars of Character" are service marks of the CHARACTER COUNTS! Coalition, a project of the Josephson Institute of Ethics. For more information on promoting character education and good sportsmanship, visit www.charactercounts.com.

HAMILTON UNIFIED SCHOOL DISTRICT

Agenda Item Number: 13j	Date: 10/26/22
Agenda Item Description: Approve HUSD Significant Disproportionality Report to CDE.	
Background: Special Education: In the 21-22 school year Hamilton Unified was identified as disproportionate in the area of Hispanic students who have emotional or behavioral disorders for the 3 rd year in a row. This has triggered a designation of significant disproportionality for the district. The district is required to write a Comprehensive Coordinated Early Intervening Services (CCEIS) Plan to address the issue. The district (& SELPA because of our allocation model) are required to set aside 15% of our IDEA funds for the activities described in the plan. The district and GCOE staff have met along with parents to develop this plan. The CCEIS plan is due to CDE by November 1 st . The CCEIS plans are usually approved (or sent back with required revision) in January. We would begin implementation in Spring 2023.	
Status: Pending Board approval. The CCEIS plan is provided for your review. The chairperson of the board will need to sign the document before it is submitted to the state.	
Fiscal Impact: It is required the district set aside 15% of Federal IDEA funding, for each year the district is in the significant disproportionality status. This year the required set aside is: \$20,779.65 from the district & SELPA.	
Educational Impact: More supports to our most at risk students, parent training and support which will improve outcomes for students, teacher training to support the use of de-escalation practices and working with traumatized youth, extra support for incoming TK/K students who are at high risk for emotional/behavioral issues.	
Recommendation: Recommend Board approve HUSD Significant Disproportionality Report to CDE.	

2022 Significant Disproportionality Comprehensive Coordinated Early Intervening Services (CCEIS) Plan

This form collects brief information on the activities completed by the Local Educational Agency (LEA) as part of the programmatic improvement process to develop their action plan for implementation of their Comprehensive Coordinated Early Intervening Services (CCEIS). It includes the completion of the Programmatic Improvement Action Plan (3.2) and the Allowable Costs Budget (Form 2) that will be used as the basis for monitoring and reporting on the CCEIS progress and expenditures during the 27-month CCEIS period (July 1, 2022 – September 30, 2024).

Refer to the CCEIS Plan Guidance Document for specific expectations in each of the plan development activities below. You can access either the guidance document for newly identified LEAs or LEAs which are continuing in significant disproportionality on the [2022 CCEIS Padlet](#).

Submit completed plan to sigdisp@cde.ca.gov by November 1, 2022.

BACKGROUND INFORMATION

LEA Name: Hamilton Unified School District	LEA Contact Name: Dr. Jeremy Powell
County District Code:	LEA Contact Email: jpowell@husdschools.org
SELPA Name: Glenn County	LEA Contact Phone: 530-826-3261

CCEIS Period 2022 Significant Disproportionality Indicator(s)/Element(s)

(Refer to the Fiscal Year 2022 Notification Letter)

Indicator/Element	Race/Ethnicity/Disability Category
Indicator 10	Hispanic/ Emotional Disturbance

Previous Significant Disproportionality Indicator(s)/Element(s)

Year(s)	Indicator/Element	Race/Ethnicity/Disability Category

DESCRIBE THE PLAN DEVELOPMENT ACTIVITIES FOR CCEIS

PHASE ONE: GETTING STARTED
 Find instructions for this phase at
<https://spptap.org/phase-1-getting-started/>

1.1 Identify Leadership Team

List members' names, emails, titles/roles, and responsibilities related to the CCEIS Plan.

*Note: This plan is a **general education activity** and implementation should have oversight by a **general education administrator**. In small LEAs, multiple roles may be assigned to one administrator or team member.*

Member Name	Email	Title/Role	List Each Member's Responsibility as it relates to Development or Implementation and Monitoring of CCEIS Plan
Dr. Jeremy Powell	jpowell@husdschools.org	Superintendent	Decision maker, monitor implementations and ensure accountability, assist with progress reports and budget reports
Cris Oseguera	COseguera@husdschools.org	High School Principal	Provide input/feedback on development and implementation of the CCEIS
Maria Reyes	mreyes@husdschools.org	High School Counselor	Provide input/feedback on development and implementation of the CCEIS plan with a focus on Community Engagement
Ulises Tellechea	utellechea@husdschools.org	Elementary Principal	Decision maker, provide input/feedback on development and implementation of the CCEIS plan with a focus on Equity, assist with progress reports
Maggie Sawyer	msawyer@husdschools.org	Dean of Students	Provide input/feedback on development and implementation of the

			CCEIS plan with a focus on English Language Learners
Jacki Campos	jcampos@glenncoe.org	Assistant Superintendent of Student Services/SELPA Director	Oversee the development of the CCEIS plan, coordinate leadership meetings, assist with data collection and file reviews for students with IEPs, assist in the development of progress reports and budget reporting
Lalaynia Little	lalaynialittle@glenncoe.org	Special Education Program Specialist	Provide input/feedback on the development and implementation of the CCEIS plan, assist with data collection and file reviews for IEPs
Mary Byrd	mbyrd@glenncoe.org	Special Education Program Specialist	Provide input/feedback on the development and implementation of the CCEIS plan, assist with data collection and file reviews for IEPs
Maureen Burness	moburness@gmail.com	Technical Assistance Facilitator	Support the District with the four phase programmatic improvement process which includes the creation of the CCEIS plan, assist the Leadership Team with initiatives to address the root causes, monitor the progress of the plan.
Angela Pacheco	apacheco@glenncoe.org	Senior Fiscal Analyst for Student Services	Budget reporting

Do the members of this team have decision-making authority? What is the process for LEA approval of this CCEIS plan? Is this leadership team authorized to make decisions around the implementation of the CCEIS plan? If not, how will the decisions be made?

The team includes special education, general education and business services. The members of this team are made up of all senior leadership in the district as well as the SELPA director and the program specialists who oversee the special education program on both campus. The superintendent has given decision-making authority to this team as it relates to the CCEIS planning process and implementation at the school site level. In order for this plan to be

approved by the LEA this plan will be provided to the Board for approval. The team met 8 times during the development of the plan. The team met 2 times with the educational partners.

1.2 Identify Educational Partners

List partners’ names, roles, and CCEIS related responsibilities. Describe each group partners’ active involvement in developing, implementing, and evaluating the CCEIS Plan.

*Note: Educational Partnership composition requires a diverse group of parents and community members, **including representatives of the identified racial/ethnic category.** (In small school LEAs, multiple roles may be assigned to one administrator or partner.)*

Role	Partner Name(s)	CCEIS Plan Responsibilities for Development, Implementation and Monitoring of the CCEIS Plan
Superintendent	Dr. Jeremy Powell	Decision maker, monitor implementations and ensure accountability, assist with progress reports and budget reports
Cabinet Level Leader- General Education	Ulises Tellechea	Decision maker, provide input/feedback on development and implementation of the CCEIS plan with a focus on Equity, assist with progress reports
Cabinet Level Leader- Special Education	Lalaynia Little	Provide input/feedback on the development and implementation of the CCEIS plan, assist with data collection and file reviews for IEPs
Cabinet Level Leader- Special Education	Mary Byrd	Provide input/feedback on the development and implementation of the CCEIS plan, assist with data collection and file reviews for IEPs
Director of Curriculum (or Similar)		
SELPA Director (or Designee)	Jacki Campos	Oversee the development of the CCEIS plan, coordinate leadership meetings, assist with data collection and file reviews for students with IEPs, assist in the development of

		progress reports and budget reporting
Director of Assessment (or Similar)		
Appropriate Grade Level General Education Teachers <i>(duplicate row for additional teachers)</i>		
Appropriate Grade Level Special Education Teachers	Kile Taylor	Provide input/feedback on the development and implementation of the CCEIS plan
Appropriate Grade Level Special Education Teachers	Amanda Von Kleist	Provide input/feedback on the development and implementation of the CCEIS plan
Parents/Guardians (diverse representation, not district employee/s) <i>(duplicate row for additional parents/guardians)</i>	Maria A. Palafox	Provide input/feedback on the development and implementation of the CCEIS plan
Parents/Guardians (diverse representation, not district employee/s)	Margarita DeLos Santos	Provide input/feedback on the development and implementation of the CCEIS plan
Parents/Guardians (diverse representation, not district employee/s)	Cristal Barron-Reyes	Provide input/feedback on the development and implementation of the CCEIS plan
Community Representatives	Diana Camerena	Provide input/feedback on development and implementation of the CCEIS plan with a focus on Parent Engagement
Principal or Site Level Administrators	Maggie Sawyer	Provide input/feedback on development and implementation of the CCEIS plan with a focus on English Language Learners
Principal or Site Level Administrators	Maria Reyes	Provide input/feedback on development and implementation of the CCEIS plan with a focus on Community Engagement

Continued on next page

Human Resources Administrator (optional)		
--	--	--

Fiscal Services Representative	Angie Pacheco	Budget Reporting
Bargaining Unit Representative (optional)		
Other: School Psychologist	Ariel Ellis	Provide input/feedback on the development and implementation of the CCEIS plan
Other: School Psychologist	Jennifer Wagner	Provide input/feedback on the development and implementation of the CCEIS plan

Provide:

- the dates the Educational Partners met.
- a summary of the work completed by the Educational Partners.
- a description of how the Leadership Team engaged with the Educational Partners.
- a description of how student and parent voice were incorporated into the Educational Partners process.
- a link to presentations, agendas, minutes, attendance records (as appropriate)

The educational partners met September 27 3:30-4:30 & October 11 3:30-4:30

Link to the September 27 meeting presentation [9/27/22 Presentation](#)

Link to the October 11 meeting presentation [10/11/22 presentation](#)

The Leadership team members participate in the Educational Partners meetings. The Educational Partners reviewed relevant data, current initiative and completed a Strength-Weakness-Opportunity-Threat activity for the root causes and potential remedies. The Educational Partners provided feedback on what is currently successful in the district. The Educational Partners provided input on remedies for all the identified issues stemming from the root cause.

1.3 Contact the State Performance Plan Technical Assistance Project (SPP-TAP) at the Napa County Office of Education (NCOE) and Focused Monitoring and Technical Assistance (FMTA) Unit at CDE.

We acknowledge the following technical assistance activities are required and affirm that team members have attended these activities and viewed the accompanying recordings:

- Introduction to Significant Disproportionality Recorded Series and Developing a Comprehensive Coordinated Early Intervening Services Webinar (NEW LEAs and new team members)
- Significant Disproportionality for Continuing Local Educational Agencies Webinar
- Workshops A and B, including pre-work recordings (NEW LEAs and new team members)

x Consultations with CDE FMTA Consultant

1.4 Choose Technical Assistance (TA) Facilitator(s)

Name the TA Facilitator(s) and describe current and anticipated services. **LEAs must submit a copy of the contract or Memorandum of Understanding (MOU) for each TA facilitator.** To use a non-SPP-TAP TA facilitator, the LEAs must supply a copy of the TA facilitator's resume and obtain written permission from the CDE by completing the Proposed TA Facilitator Eligibility Form located on the [2022 CCEIS Padlet](#).

Note: LEAs are required to use TA Facilitation for a minimum of 10 hours for each area of identification.

<p>TA Facilitator Name: <u>Maureen Burness</u></p> <p>List how many hours of service the TA Facilitator has provided to your LEA: <u>10</u></p>
<p>Describe how you have worked with your TA Facilitator in the development of this CCEIS plan (services provided prior to submission of plan).</p> <p><i>Maureen has attended our Leadership meetings as well as the Educational Partner meetings. She has helped us understand the tools available, how the tools are used and guided us through the process. Maureen has answered questions and given ideas of places to find relevant data for the root cause analysis. Maureen provided guidance on writing the plan to incorporate input from the meetings and CDE expectations. The TA facilitator attended each Leadership and Educational Partner meeting.</i></p>
<p>Describe how you plan to work with your TA Facilitator in the implementation and/or monitoring of this CCEIS plan (anticipated services).</p> <p><i>Once the CCEIS plan is improved we plan to meet with Maureen to ask technical questions about implementing our plan and to support the development of progress reports.</i></p>

1.5 Gather Relevant Data

An LEA should gather and view data through a cultural lens. Data must be sorted by and analyzed with a focus on race, ethnicity, gender, and grade. The LEA should use both qualitative and quantitative data to complete their data analysis. Examples of both qualitative and quantitative data are available in the [2022 CCEIS Padlet](#). This activity is included here to initiate gathering of data that is not readily available and plan the time necessary for this task prior to bringing Educational Partners together. (The data analysis of the gathered data will be documented in Phase 2.2.)

We gathered relevant data and identified data gaps prior to meeting with our Educational Partners.

Yes

No, please explain in the box below.

A variety of data has been collected to determine root cause leading to significant disproportionality of Hispanic students with emotional disturbance. The data was gathered from the CA Dashboard, annual performance report, student record reviews, student information system data queries, and quantitative data from educational partner input.

The Leadership team along with input from the Educational Partners used this data to determine the underlying issues which lead to the identification of Significant Disproportionality. The data was used to identify next steps and the development of the CCEIS plan.

PHASE TWO: DATA AND ROOT CAUSE ANALYSIS
 Find instructions for this phase at
<https://spptap.org/phase-ii-data-and-root-cause-analysis/>

2.1 Complete a Local Educational Agency (LEA) Initiative Inventory

Step 1: Describe Current Initiatives

Complete the table below for each of the LEA’s current initiatives from both General Education and Special Education related to CCEIS that reflect interventions with differentiated levels of support.

Initiative	Funding Source	Target Group	Leaders and Staff Responsible (as applicable)	Educational Area(s):
SEL/Second Step		k-5	k-5 teachers	<input checked="" type="checkbox"/> Curriculum and Instruction <input type="checkbox"/> Behavior <input type="checkbox"/> Family and Community Engagement <input type="checkbox"/> Climate <input checked="" type="checkbox"/> Social-Emotional Learning Other: _____
Calming Room	Title I	k-8	Administration & school psychologist	<input type="checkbox"/> Curriculum and Instruction <input type="checkbox"/> Behavior <input type="checkbox"/> Family and Community Engagement <input checked="" type="checkbox"/> Climate <input checked="" type="checkbox"/> Social-Emotional Learning Other: _____
BRILLA	Free	Tk-2	CSU, Chico leading this as part of a 5 year grant	<input checked="" type="checkbox"/> Curriculum and Instruction <input type="checkbox"/> Behavior <input checked="" type="checkbox"/> Family and Community Engagement <input type="checkbox"/> Climate <input type="checkbox"/> Social-Emotional Learning Other: _____

Social Services Coordinator	Title I	All Parents	Diana Camarena	<input type="checkbox"/> Curriculum and Instruction <input checked="" type="checkbox"/> Behavior <input checked="" type="checkbox"/> Family and Community Engagement <input checked="" type="checkbox"/> Climate <input checked="" type="checkbox"/> Social-Emotional Learning <input type="checkbox"/> Other: _____
MCAP Multi-lingual Project Year 3	Grants	ELD	Maggie Sawyer	<input checked="" type="checkbox"/> Curriculum and Instruction <input type="checkbox"/> Behavior <input checked="" type="checkbox"/> Family and Community Engagement <input type="checkbox"/> Climate <input type="checkbox"/> Social-Emotional Learning <input type="checkbox"/> Other: _____
Universal Design for Learning	Free	All staff	GCOE is leading training	<input checked="" type="checkbox"/> Curriculum and Instruction <input type="checkbox"/> Behavior <input type="checkbox"/> Family and Community Engagement <input type="checkbox"/> Climate <input type="checkbox"/> Social-Emotional Learning <input type="checkbox"/> Other: _____
QTEL	Title I	ELD	Elementary Cohort of 7 teachers HHS Cohort of 1 teacher	<input checked="" type="checkbox"/> Curriculum and Instruction <input type="checkbox"/> Behavior <input type="checkbox"/> Family and Community Engagement <input type="checkbox"/> Climate <input type="checkbox"/> Social-Emotional Learning <input type="checkbox"/> Other: _____
Positive Behavior Intervention System	Title I	School wide	Rainbow Walker & Pod-lead teachers	<input type="checkbox"/> Curriculum and Instruction <input checked="" type="checkbox"/> Behavior <input type="checkbox"/> Family and Community Engagement <input checked="" type="checkbox"/> Climate <input checked="" type="checkbox"/> Social-Emotional Learning <input type="checkbox"/> Other: _____

Multi-Tiered Systems of Support Consortium	Grant	All teachers	GCOE is leading consortium	x_ Curriculum and Instruction _x_ Behavior _ Family and Community Engagement _x_ Climate _x_ Social-Emotional Learning _ Other: _____
--	-------	--------------	----------------------------	--

Complete the information below to identify connections between initiatives and align efforts that relate to the CCEIS plan. Identify and describe any gaps in services for any student groups most in need of support.

<p>Name Common Areas Among the Initiatives</p> <p>A common theme is reducing inequities to increase access for all students by implementing a framework of Mutli-tiered systems of support. The social-emotional learning, the quiet corners, the Second step curriculum are all part of providing social-emotional support to students. The multi-lingual project, BRILLA and the QTEL are all part of providing academic supports to students who are English language learners. Universal design for learning is a significant part of supporting all students in the district with academic supports. The positive behavior intervention system is a component of the behavioral supports to students. Each initiative in some way promotes learning for all students by developing capacity to provide high quality education in a safe learning environment. The district has been working on developing Multi-Tiered Systems of Support for 5 years. Teachers continue to need to develop their understanding of tiered academic, social-emotional and behavioral interventions.</p>
<p>Identify Processes for Collaboration and Integration of the Initiatives</p> <p>Creation of the CCEIS plan has highlighted some inequities in our system. Hamilton is in the early stages of developing the Multi-Tiered System of Support which is the umbrella for all current initiatives. LCAP goals for the 2021-24 school years center around behavior, academics, a safe climate for learning and parent engagement. CCEIS goals are in alignment with LCAP priorities. Professional Development including those CCEIS activities will focus on training teachers to provide Tier 1 and Tier 2 interventions in academic, behavior and social-emotional domains.</p>
<p>Describe any Groups of Students that are Not Served</p> <p>These initiatives have focused on supporting the needs of all students in the district, but students with significant behavioral and/or emotional needs are not receiving adequate interventions, which is resulting in over-representation in special education for this student group.</p>
<p>Identify Areas that are a Higher Priority than Others</p> <p>More focus on specific classroom initiatives needs to occur. This includes collecting and analyzing data regarding social emotional learning and behavior interventions by student groups and designing specific interventions for those classrooms with the highest numbers of risk factors including disciplinary incidents and lower than expected achievement.</p>

2.2 Complete a Programmatic Self-Assessment

LEAs must identify programmatic self-assessment tool(s) the LEA used and describe the process(es) of completion. **Note:** At least 1 of the 4 CDE-Approved Programmatic Self-Assessment tools listed below must be used.

Identify one or more of the approved Self-Assessment Tools used:

Qualitative Tools:

- Annotated Checklist for Addressing Racial Disproportionality
- Preventing DISPROPORTIONALITY by Strengthening District Policies and Procedures - An Assessment and Strategic Planning Process
- Success Gaps Rubric: Addressing Equity, Inclusion, and Opportunity

Quantitative Tools:

- Racial/Ethnic Disproportionality in Special Education/Data Analysis Workbook

Note: Each of the tools leans toward either qualitative or quantitative data, therefore your data will need to be supplemented to ensure both types of data are used. For example, the Data Analysis Workbook is quantitative in nature, so additional self-assessment activities (such as focus groups, equity walks, empathy interviews) would need to be completed to gather qualitative data. Supplemental tools can be found on the [2022 CCEIS Padlet](#).

Notes for Continuing LEAs ONLY:

CONTINUING LEAs with **new areas of identification**: review previous self-assessment results and analyze progress towards the measurable outcomes of the existing CCEIS plan. You may need to complete a self-assessment tool based on the new area of identification and/or lack of progress.

CONTINUING LEAs with the **same area(s) of identification (three years or less)**: review previous self-assessment results and analyze progress towards the measurable outcomes of the existing CCEIS plan(s).

CONTINUING LEAs with **more than three years of identification**: if you have NOT completed a thorough self-assessment process within the last 30 months you MUST use one of the 4 CDE-approved tools and complete the self-assessment as described in the guidance document for Continuing LEAs.

Describe how the self-assessment process was completed (who, how, what, and when). (Be sure to include the tools you used to supplement the CDE-Approved self-assessment(s) you used.)

Hamilton Unified chose The Annotated Checklist for Addressing Racial Disproportionality in Special Education as the programmatic self-assessment tool for the leadership team and the educational partners. The Annotated Checklist is composed of three checklists to address: district and school resource issues, system policy, procedure, and practice issues at district,

school and classroom levels, and environmental factors to identify possible root causes of disproportionality. The checklist helped the leadership team and the educational partner team analyze racial and ethnic disparities in special education identification. The school personnel on the educational partners team were sent the Annotated Checklist and met in campus teams with the program specialists to discuss and complete the checklist according to each school site. The leadership team each completed the assessment and then reviewed our key findings as a group. This guided the team in determine the root cause for the districts significant disproportionality in the area of qualifying Hispanic students under the eligibility of Emotional Disturbance Disability for special education.

Review of anecdotal data from the educational partner meetings revealed the following common themes:

- Teachers need more training and support with difficult behaviors/emotional students who have experienced trauma
- The student study team process appears to be “fast tracked” when a student has intense behaviors
- Not enough transition planning for incoming TK/K students who have experienced trauma
- Family concerns and resistance to stigma associated with mental health especially if there is a history for trauma and mental health issues
- Community and student access to mental health supports are insufficient for the trauma in the community
- Not enough time to conduct evaluations

In addition to the other parts of the discuss the parents reported:

- Hispanic community does not want to recognize mental health issues are “real”. She reported her community looks at things like anxiety and depression and see those things as moral failings or that someone needs to “toughen up and try harder” not seek help.
- Parents shared they felt like they had to wait too long to get help for their children, the parents described “help” as getting an IEP and the services for their child.
- Wanting education on the different disabilities, what are they, what do they look like, what is the difference between a “busy boy” and ADHD and how parents can help.
- Feeling like there was much more support at the elementary school and not at the high school, reporting her son has “fallen through the cracks”.

2.3 Conduct Policies, Practices and Procedures Review

Upon identification of significant disproportionality, an LEA must provide for the annual review and, if appropriate, revision of the policies, practices, and procedures used in identification or placement in particular education settings, including disciplinary removals. An LEA must address a policy, practice, or procedure it identifies as contributing to the significant disproportionality. In addition an LEA must publicly report on any revision of policies, practices, and procedures. (As directed in 34 *CFR* Section 300.646(c) and 300.646(d)(1)(ii-iii).)

Note: *The policies, practices, and procedure review are part of the root cause analysis process. However, revisions do not have to be completed prior to submission of the CCEIS plan. The*

Policies, Practices, and Procedures Review Matrix can support this activity and can be found on the [2022 CCEIS Padlet](#).

Describe the process of reviewing the LEA's Policies, Practices, and Procedures that relate to the significant disproportionality identification.

Policies, practices, and procedures matrix was reviewed by the Leadership Team. The team determined the board policies relating to special education are current with CSBA updates. The Leadership Team looked at the practices and procedures for our Student Study Teams and determined these needed revision.

Did your LEA revise any policies, practices, or procedures?

Yes

No

Partially completed revision

Describe what policies, practices, and/or procedures have been or will be revised.

The elementary school team is in the process of re-designing the Student Study Team process for the school. The school team is developing a new SST form with a spot for a fidelity checklist to ensure proper steps are taken before referring to special education. The team is looking at the process and attendees for the meeting. This is all being developed with general education and special education staff as part of the districts work with MTSS.

Describe how the policies, practices, and/or procedures have been or will be **publicly shared** (e.g., School Board meeting minutes, posting on LEA website).

The elementary school team is developing these practices and procedures over this school year and will be sharing the new process with parents through their parent communication system.

Describe how the policies, practices, and/or procedures have been or will be internally disseminated and implemented.

The elementary school team will train staff on the new practices and procedures during regularly scheduled collaboration time.

Note: Any actions tied to this review that are not completed should be included in section 3.2.

2.4 Complete Reflective Data Analysis

Note: *This analysis should provide information that will connect and validate the selected root causes, target populations, measurable outcomes and related activities reported in 2.5, 3.1, and 3.2.*

Briefly describe the LEA (e.g., demographics, culture, history of significant disproportionality).

Demographics:

For the 2021-22 school year Hamilton Unified has 694 students enrolled in the district.

Student Group Total Percentage

English Learners 175 25.2%

Homeless 44 6.3%

Socioeconomically Disadvantaged 559 80.5%

Students with Disabilities 96 13.8%

Race/Ethnicity Total Percentage

African American 2 0.3%

American Indian 4 0.6%

Asian 7 1%

Hispanic 601 86.6%

Two or More Races 1 0.1%

White 54 7.8%

History of Significant Disability:

Hamilton Unified has not been found to be significantly disproportionate previously. This is a new process for the district.

Culture:

Hamilton is small rural school district in Northern California. The culture of Hamilton is community driven, the district is mainly staffed by individuals who grew up in the community and went through the Hamilton schools and then returned to work in the district. Many parents attended school in Hamilton and now their children attend the school. The district has many events for the community which are very well attended. Parents participate in the school site council each year and attend all meetings. Hamilton City is a small community with few businesses or recreation opportunities outside of school. There is no law enforcement in Hamilton City, it is policed by the county Sheriff stationed 15 minutes away in another town. The culture of the community is based around the families and people living in the community. The schools are a hub for the community.

Fill in the following table to indicate the tools/strategies used to gather relevant data, the process used to analyze the data, and the findings from each data source.

Data Type	Tool/Strategy	Process	Findings
Qualitative	CA Dashboard Annual Performance Report SEIS IEP data queries	We reviewed the California dashboard period to look at student groups and performance in various target areas. We looked at the annual performance report on special education targets. We reviewed the student records in our information system to compare which grade levels most students were identified with Emotional Disturbance.	For the CA dashboard we needed to look at the 19-20 & 20-21 school years to collect the data. In looking at student demographics and students with disabilities, it appears our identification rate for special education in general is in alignment with the population of our entire school community. We also looked at the discipline data and saw a steep decline in suspension rates for students with disabilities over the last 3 years with a change in practices and leadership at the elementary school and in the district. For the academic performance rate, general education students performed at the same rate (below the standard) as students with disabilities, while the high school scored higher than the elementary school. It appeared there is no significant disparity in instruction for either Hispanic students or students with disabilities. All students groups were performing below the standard in both ELA and Math. In looking at the annual performance report on special education targets, the district met all targets that were large enough to calculate. This included 4a Discipline Rate and 4b Discipline Areas with both at 0. For 5a LRE is well above the state target of 58% with the district at 76.4% of students are out in general education for 80% or

			<p>more of their day. There are 0 students in general education for less than 40% of their day. For 8 the parent involvement rate is 98.98% which is over the target rate of 95%. For indicator 9, there are 0 overall disproportionality areas. The district met the target for transition services at 100% for indicator 13. The district met all targets for indicators 14a, b, c with rates at 75.5%, 89.66% and 93.10% respectively.</p> <p>In looking for trends in grade level referrals our data for current students is:</p> <table border="1" data-bbox="1230 594 1644 1044"> <thead> <tr> <th colspan="2">Initial Evaluation for Emotional Disturbance</th> </tr> </thead> <tbody> <tr> <td>3rd grade</td> <td></td> </tr> <tr> <td>Preschool – ED added later</td> <td></td> </tr> <tr> <td>2nd grade</td> <td></td> </tr> <tr> <td>4th grade</td> <td></td> </tr> <tr> <td>8th grade</td> <td></td> </tr> <tr> <td>3rd grade</td> <td></td> </tr> <tr> <td>1st grade</td> <td></td> </tr> <tr> <td>Kindergarten</td> <td></td> </tr> <tr> <td>1st grade</td> <td></td> </tr> <tr> <td>5th grade</td> <td></td> </tr> </tbody> </table> <p>Our conclusion being that elementary school k-8th grade students and teachers need to be targeted for intervention as there are no high school referrals.</p>	Initial Evaluation for Emotional Disturbance		3 rd grade		Preschool – ED added later		2 nd grade		4 th grade		8 th grade		3 rd grade		1st grade		Kindergarten		1 st grade		5 th grade	
Initial Evaluation for Emotional Disturbance																									
3 rd grade																									
Preschool – ED added later																									
2 nd grade																									
4 th grade																									
8 th grade																									
3 rd grade																									
1st grade																									
Kindergarten																									
1 st grade																									
5 th grade																									
Quantitative	Annotated Checklist for Addressing	Each member of the leadership team completed the completed the checklist on their own then we met as a team and reviewed the results period from that we came to a few areas to	For district and school resources issues we determined some areas that are a strength but also an opportunity to continue to grow during the assessment. Our key areas include: teacher training and time for																						

	Racial Disproportionality	hypothesize that were causing the problem of significant disproportionality. We were able to narrow this down to six possible root causes. We then met with the educational partners to review their findings first and then to present our findings and as a team we were able to narrow that down to one main root cause that is the reason for all of the other cascading issues.	collaboration. Specifically looking at supporting inexperienced or struggling teachers, training all staff (GE & SPED) on SST practices, and working with students who have been traumatized for teacher training. Collaboration time is already a priority for the district with many existing opportunities for teachers to coordinate and interact. The key finding was the lack of collaboration between the preschool on campus and the TK/K program.
	Student Record Review	We reviewed the students IEP records to look at their goals and services when identified and compare this to their current goals, services and qualifying category.	In looking at System Policy, Procedure, and Practice Issues at the District, School & Classroom level we identified several key areas including, special education evaluation, data collection and use by district and school, parental outreach by schools and by district, attracting and retaining good teachers, IEP team meetings, and pre-referral interventions.
	Educational Partners Meeting		Under special education evaluation the key issue was around supports being in place to identify and meet the needs of students who have experienced trauma. For data use section we identified the disaggregated data should be routinely shared and analyzed by both general and special education staff within the district. When looking at parental outreach this was considered a strength for the district by the leadership team and the educational partners (including the parents). This was identified as an opportunity to augment the current initiatives with more parent training on what mental health is and is not, parenting classes, information to lessen

			<p>stigma about pursuing mental health supports all presented in a culturally sensitive manner. In the attracting and retaining teachers we identified that some teachers may need more support if they are struggling with classroom management. IEP team meetings were another strength for the district with broad participation from both general education teachers, administrators, special education support staff, teachers and administrators. For pre-referral interventions section one key finding was the need for all students with apparent behavior issues to receive the supports or services they need from school counselors prior to referral for evaluation. While basic behavioral and social-emotional strategies are in place as part of tier 1 it appears there is a weakness when a student has ongoing or intense behavior issues.</p> <p>Under the Environmental Factors all participants in the leadership team and the educational partners identified access to and coordination with other health and human services as an area of need. This need being both medical and behavioral health access.</p> <p>In the educational partners meeting another area that came up from parents was the reticence of the Hispanic community to recognize mental health issues and understanding disabilities.</p>
--	--	--	---

- Identify who was involved in the discussions about the data analysis.
- Briefly summarize the **prioritized** findings of the data analysis (including trends and patterns).
- Findings should include success gaps which are differences in one or more outcome measures between groups of children in a district or school. An identified [success gap](#) indicates that the educational program a district or school offers is not meeting the needs of all groups of children. (See Guidance Documents for examples of success gaps.)

The leadership team and the educational partners were involved in all discussion about the data analysis.

Prioritized findings:

- Cultural concerns and resistance to stigma associated with mental health especially if there is a history for trauma and mental health issues
- Community and student access to mental health supports are insufficient for the level of trauma in the community
- Teachers need more training and support with difficult behaviors/emotional students who have experienced trauma
- All district educators need more training on the student study team process when there are students who are traumatized and displaying intense behaviors
- Preschool students who have experienced trauma need more intensive transition planning and preparation for TK/K programs
- k-8th grade students and teachers need to be targeted for intervention due to referral data

We have identified a success gap for students who are Hispanic and have experienced trauma to have an increased likelihood of identification of the disability, Emotional Disturbance. The district is not meeting the needs of students who have experienced significant trauma in their lives. The district needs to put more supports into place for parents, students and teachers to support these students.

Note: This is a narrative description of the data analysis and findings. Additional charts and tables are not needed.

2.5 Determine Root Cause(s) Based on Data

Describe the identified Root Cause(s) of disproportionality and briefly reference the data that supports the root cause(s).

Note: Root causes of disproportionality include an intersection between beliefs and practices and should describe an identified LEA gap or deficiency that will be addressed by the LEA.

Root Cause	Describe the Data Source(s) that Supports the Root Cause
<p>Trauma: Traumatic events experienced by students in the home and the community that is unsupported by existing community and school resources. The needs are compounded by the growing and continuing need for training and support for teachers, campus support staff and administration in working with these students to provide positive childhood experiences to counteract the adverse childhood experiences. The support for traumatized youth must be provided through a culturally sensitive lens.</p>	<p>Qualitative and quantitative data suggests that in elementary school there is an issue around students with trauma, insufficient behavior supports for students and teachers, with a SST process that needs clarity for this student group and an unmet need in the community to understand mental health issues and supports available.</p>

PHASE THREE: PLAN FOR IMPROVEMENT
Find instructions for this phase at
<https://spptap.org/phase-iii-plan-for-improvement/>

3.1 Identify Target Population

Note: For more information about how to identify the target population, see the Target Population Flow Chart on the [2022 CCEIS Padlet](#).

IDEA funds reserved for CCEIS are for students in the LEA who are, “particularly, but not exclusively, children in those groups that were significantly over-identified, including children not currently identified as needing special education or related services but who need additional academic and behavioral support to succeed in a general education environment and children with disabilities.” (See 34C.F.R.§300.646(d)(2).) **“An LEA may not limit comprehensive CEIS...to children with disabilities.”** (See 34C.F.R.§300.646(d)(3).

The importance of selecting the students who would receive services (i.e., Target Population) cannot be overstated. *Funds must be used only for the identified target population.*

LEAs may not limit CCEIS solely to students of the racial or ethnic group for which the LEA is significantly disproportionate.

The Target Population:

- Must be greater than zero
- Must represent the students expected to receive CCEIS services
- Must be particularly, but not exclusively, of the race/ethnicity for which the LEA is identified
- Must be for students who need additional support to be successful in the general education environment
- Cannot equal the number of all students
- Cannot be exclusively students with disabilities

Describe the Target Population: List the criteria used to select the students in the LEA, who are particularly, but not exclusively, students from those groups that were “significantly over identified” who need additional support to be successful in the general education environment. (Please include the estimated percentages of students by race/ethnicity.)
Criteria used: Data for referral for special education Student enrollment data Qualitative data Quantitative data Target population: Preschool students attending Head Start or California State Preschool Program who are Hispanic and have information on file about risk factors = 8 students Tk-5 th grade students who have identified risk factors and are Hispanic Tk/k = 3 students 1 st = 1 student

2nd= 3 students
 3rd= 3 students
 4th= 3 students
 5th= 3 students

Explain how your root causes lead to selection of this group.
 The elementary school administration used data from anecdotal teacher reports, discipline data, AIREIS data, file review and interactions with administration to determine the students who should be included on our target population

Complete the table below **using estimates from current student data**. *Actual numbers of targeted students served will be provided on the Quarterly Progress Reports.*

Estimated Number of Students to Receive CCEIS 2022 CCEIS Service Period: July 1, 2022 to September 30, 2024		
Report Periods	Estimated number of students currently <i>not</i> identified as needing Special Education that will receive CCEIS	Estimated number of students <i>currently identified</i> as needing Special Education that will receive CCEIS
First 12 months: 7/1/2022 to 6/30/2023	16	0
Second 12 months: 7/1/2023 to 6/30/2024	16	0
Last 3 months: 7/1/2024 to 9/30/2024	16	0
Total Students to be served during this 27-month period (<i>non-duplicative count</i>)	16	0

3.2 Develop Programmatic Improvement Action Plan

Complete information below for each measurable outcome. (You may cut and paste empty tables for additional outcomes and related activities. You may also add more rows to the activities table).

Note: Information described in the Measurable Outcomes and Activities will be monitored through quarterly progress reporting.

Measurable Outcome # 1	Indicator(s)/Element(s)	Root Causes	Target Population
By June 2024, the teachers will attend training sessions and will attempt to implement 100% of the strategies learned to de-escalate students and decrease the number of referrals to administration.	10 Disability Disproportionality Hispanic/Emotional Disturbance	Trauma: Traumatic events experienced by students in the home and the community that is unsupported by existing community and school resources. The needs are compounded by the growing and continuing need for training and support for teachers, campus support staff and administration in working with these students to provide positive childhood experiences to counteract the adverse childhood experiences. The support for traumatized youth must be provided through a culturally sensitive lens.	Tk-5 th grade Hispanic students

Activity	Staff Responsible for Implementation and Monitoring	Timeline	Data Sources/ Methods for	Funding Sources and Types of Expenditures
----------	---	----------	---------------------------	---

			Evaluating Progress	
Activity 1.1: Professional Development for staff on strategies for working effectively with traumatized youth	Elementary Principal SELPA Director Mental Health Clinicians School Psychologist	Spring 2023	Training materials Notes Classroom Observation by Administration	Cost for trainer, materials
Activity 1.2: Professional Development for all staff on the SST process	Elementary Principal Assistant Principal Teachers GE & SPED SPED Staff	Spring 2023	Stakeholder Feedback Fidelity Checklist	During existing collaboration time/no additional costs

Measurable Outcome # 2	Indicator(s)/Element(s)	Root Causes	Target Population
By October 2023, decrease the number of teacher requests for external behavioral interventions needed to support students following procedures, routines and expectations by 50% from last year.	10 Disability Disproportionality Hispanic/Emotional Disturbance	Trauma: Traumatic events experienced by students in the home and the community that is unsupported by existing community and school resources. The needs are compounded by the growing and continuing need for training and support for teachers, campus support staff and administration in working with these students to provide positive childhood experiences to counteract the adverse childhood experiences. The support	Preschool students with identified risk factors or behaviors as identified by preschool staff

		for traumatized youth must be provided through a culturally sensitive lens.	
--	--	---	--

Activity	Staff Responsible for Implementation and Monitoring	Timeline	Data Sources/ Methods for Evaluating Progress	Funding Sources and Types of Expenditures
Activity 2.1: Collaboration time between preschool administration and elementary school administration	Preschool Administration Elementary Principal Assistant Principal	Spring 2023	Meeting dates Meeting notes	No costs
Activity 2.2: Collaboration and observational time for the TK/K teachers and the preschool teachers throughout the school year	Preschool Administration Tk/K teachers Preschool teachers	Spring 2023	Meeting dates Meeting notes	Release time, cost of substitutes
Activity 2.3: Establish a short summer camp in coordination with the Boys and Girls Club for incoming TK/K students to teach social skills and routine	Elementary Principal Boys and Girls Club Site Coordinator	Summer 2023	Attendance Discipline Data Anecdotal Interviews with staff	Fund scholarships to become a member of the Boys and Girls Club Program Costs
Activity 2.4: Establish a TK/K preview week with TK/K teachers for the week before school starts to teach classroom expectations, classroom supports and establish rapport with families and students	Elementary Principal Tk teacher Kindergarten teacher	Summer 2023	Attendance Discipline Data 1 st quarter report cards: social emotional learning section	Staff costs Materials

Measurable Outcome # 3	Indicator(s)/Element(s)	Root Causes	Target Population
<p>By June 2024, parents of the target population will demonstrate an increase in advocating for district services and supports for their child, including but not limited to academic supports, behavioral supports, counseling, social services by attending district workshops, school site council, LCAP sessions and other parent participation opportunities by 50% from the 22-23 school year.</p>	<p>10 Disability Disproportionality Hispanic/Emotional Disturbance</p>	<p>Trauma: Traumatic events experienced by students in the home and the community that is unsupported by existing community and school resources. The needs are compounded by the growing and continuing need for training and support for teachers, campus support staff and administration in working with these students to provide positive childhood experiences to counteract the adverse childhood experiences. The support for traumatized youth must be provided through a culturally sensitive lens.</p>	<p>Tk-5th grade Hispanic students</p>

Activity	Staff Responsible for Implementation and Monitoring	Timeline	Data Sources/ Methods for Evaluating Progress	Funding Sources and Types of Expenditures
<p>Activity 1.1: Parent training on disabilities and mental health disorders through a culturally sensitive lens</p>	<p>Superintendent Elementary Principal High School Principal Social Services Coordinator</p>	<p>Spring 2023</p>	<p>Training materials Attendee list Parent Survey Post-training</p>	<p>Cost for trainer Materials Childcare Interpreter</p>

	SELPA Director Mental Health Clinicians School Psychologist			
Activity 1.2: Parent training on positive parenting techniques through a culturally sensitive lens	Superintendent Elementary Principal High School Principal Social Services Coordinator SELPA Director Mental Health Clinicians School Psychologist	Spring 2023	Training materials Attendee list Parent Survey Post-training	Cost for trainer Materials Childcare Interpreter

3.3 Complete Budget Forms

Complete both budget forms embedded below.

Budget Form 1: 2022 BUDGET ALLOCATION

Provide the Fiscal Year 2021–22 allocation awarded for Resource Codes 3310 and 3315:

2021 Resource 3310 Allocation	2021 Resource 3315 Allocation
\$130,734.71	\$7,796.27

Provide the Fiscal Year 2022–23 allocation awarded for Resource Codes 3310 and 3315:
 Provide the 2022 allocations the SELPA provided to the identified LEA for resource codes 3310 and 3315. The 15 percent set-aside for CCEIS expenditures will be determined from these two resource codes.

2022 Resource 3310 Allocation	2022 Resource 3315 Allocation
\$130,734.71	\$7,796.27

In the box below, indicate the 15 percent set aside for each of the Fiscal Year 2022–23 allocations the LEA was awarded for resource codes 3310 and 3315:

2022 CCEIS Resource 3312 3312 = 15% of 3310		2022 CCEIS Resource 3318 3318 = 15% of 3315		Total 2022 CCEIS Budget (3312 plus 3318)
\$19,610.21	plus	\$1,169.44	equals	\$20,779.65

The above 15 percent set-aside amounts will be the 2022-23 CCEIS allocations for resource codes 3310 (CEIS Resource Code 3312) and 3315 (CEIS Resource 3318) and should be expended and reported accurately in quarterly CCEIS Progress and Expenditure Reports. **Please use the Total 2022 CCEIS Budget indicated above to complete the 2022 Allowable Costs Budget form on the next page.**

Budget Form 2: 2022 ALLOWABLE COSTS BUDGET

Complete the table below to reflect the **Total 2022 CCEIS Budget** as reported on the 2022 Budget Allocation. CCEIS expenses for 2022 must conform to the U.S. Office of Special Education Programs (OSEP) IDEA Part B Regulations Significant Disproportionality (Equity in IDEA). For detailed allowable CCEIS expenditures, please refer specifically to Questions C-3-1 through C-3-10, pages 19 through 24, on the U.S. Department of Education Web page at <https://sites.ed.gov/idea/files/significant-disproportionality-qa-03-08-17-2.pdf>.

The 2022 CCEIS period is July 1, 2022, through September 30, 2024. The CCEIS 15 percent set-aside must be fully expended by September 30, 2024.

2022 Budget Line Items	Brief Description of 2022 CCEIS Activities	Amount for each CCEIS Activity
1000–Certified Salaries	Certificated Subs/Preview week	\$995
2000–Classified Salaries	Interpreter/Childcare	\$720
3000–Employee Benefits	Benefits	\$600
4000–Materials and Supplies	Classroom Supplies	\$1,925
5000–Services and Other Operating Costs	Student Scholarships	\$1,600
5100 Contract Services (ICR cannot be used for Object Code 5100)		\$0
5800 Contract Services*	Training for Staff and Parents	\$13,000
7300–Indirect Cost Rate (ICR) CDE-approved rate of <u> 10.3 </u> percent)		\$1,940
Total Amount for 2022 CCEIS Activities. The amount must equal the Total 2022 CCEIS Budget as indicated on the 2022 Budget Allocation Summary.		\$20,780

*Services for the same vendor are capped at \$25,000 in 5800 Budget Line. The remainder must be moved into the 5100 Budget Line.

Signature of fiscal/business agents validate the accuracy of the information reported:

LEA Business Fiscal Officer (Print Name & Signature) Kristen Hamman	Date Signed: Contact Phone: 530-862-3261
SELPA Business Fiscal Officer (Print Name & Signature) Angela Pacheco	Date Signed: Contact Phone: 530-865-1267

Note: This budget will be revised after actual allocations are finalized. The form for documenting revisions to the budget is a standalone document available on the [2022 CCEIS Padlet](#).

PHASE FOUR: IMPLEMENTING, EVALUATING AND SUSTAINING
 Find instructions for this phase at
[HTTPS://SPPTAP.ORG/PHASE-IV-IMPLEMENTING-EVALUATING-AND-SUSTAINING/](https://spptap.org/phase-iv-implementing-evaluating-and-sustaining/)

4.1 Implement Programmatic Improvement Action Plan and 4.2 Evaluate Effectiveness

Describe the process for implementation and ongoing collection and analysis of data related to the measurable outcomes outlined in the Programmatic Improvement Action Plan. This includes tracking of students served, sending out feedback surveys, gathering and sharing data with Educational Partners, and adapting the Programmatic Improvement Action Plan based on data.

The Leadership team will be responsible for collecting, reviewing and analyzing data on a quarterly basis to make informed decisions and adjust the plan as appropriate. The data points will be drawn from district reports cards, parent surveys post-training, discipline data, the fidelity check on the SST forms, and administrative observations in classrooms.

The Leadership team will meet quarterly to receive updates and monitor the plan implementation and provide input for additional steps. Data collected will be analyzed by the Leadership Team as we monitor the success of the interventions and supports.

4.3 Build Supports and Sustainability

Describe the process for adding support for sustainability of CCEIS activities that demonstrate success in reducing disproportionality. Consider LCFF/LCAP, blended funding, grant writing, and other funding sources.

The Leadership team will meet quarterly to determine the effectiveness of the interventions described in the plan. If the data analysis demonstrates the efforts have been effective, the district will work with existing professional development budgets to continue the efforts in this area and continue to allocate funds for substitute time for the Tk/K teachers. The district will work with the Boys and Girls Club to blend funding to support the summer program. The district will pursue grants to continue to pay for the parents trainings.

Identify the General Education administrator responsible for implementing the CCEIS Programmatic Improvement Action Plan and will complete quarterly progress reports.

Staff Name	Title	Email
Ulises Tellechea	Principal	utellechea@husdschools.org

Identify the Fiscal staff responsible for completing the quarterly expenditure reports.

Staff Name	Title	Email
Angela Pacheco	Senior Fiscal Specialist	apacheco@glenncoe.org

4.4 Complete and Submit SPP-TAP Feedback survey

List staff responsible for completing and submitting survey provided by SPP-TAP at the end of the CCEIS period.

Staff Name	Title	LEA/Agency	Email
Jacki Campos	SELPA Director/Assistant Superintendent	Glenn County Office of Education	jcampos@glenncoe.org
Ulises Tellechea	Principal	Hamilton Unified School District	utellechea@husdschools.org

CCEIS Plan Signatures

By signing below, the authorized personnel validate the accuracy of the information reported and agree to implement the CCEIS Plan.

Printed Name and Signature	Date
Dr. Jeremy Powell	
LEA Superintendent Jacki Campos	
Special Education Director	
School Board Chairperson Jacki Campos	
SELPA Director	

Submit completed plan to sigdisp@cde.ca.gov by November 1, 2022.

**HAMILTON UNIFIED SCHOOL DISTRICT
REGULAR BOARD MEETING MINUTES
Hamilton High School Library/Zoom/Facebook Live
620 Canal Street, Hamilton City, CA 95951
Wednesday, September 28, 2022**

- 5:30 p.m. Public session for purposes of opening the meeting only
- 5:30 p.m. Closed session to discuss closed session items listed below (For Board Only)
- 6:00 p.m. Reconvene to open session no **later** than 6:30 p.m.

Hamilton Unified School District Board Meetings are open to the public. Please join the meeting by attending in person or via the livestream on Facebook Live on the District's Facebook Group page or through the below Zoom link or dial by phone as listed below:

Join Zoom Meeting

<https://us02web.zoom.us/j/84688330892?pwd=aGdCb1VRZFgyTURmeW5POUU5WHIVZz09>

Meeting ID: 846 8833 0892

Passcode: board



Dial in by phone:

+1 669 900 6833 US

Meeting ID: 846 8833 0892

Passcode: 826421

1.0 OPENING BUSINESS:

- a. Call to order and roll call *at 5:31 p.m.*

- ✓ Hubert "Wendell" Lower, President
- ✓ Genaro Reyes
- ✓ (6:31) Rod Boone, Clerk
- ✓ Ray Odom
- ✓ Gabriel Leal

2.0 IDENTIFY CLOSED SESSION ITEMS:

3.0 PUBLIC COMMENT ON CLOSED SESSION ITEMS: Public comment will be heard on any closed session items. The board may limit comments to no more than three minutes per speaker and 15 minutes per item. *None*

4.0 ADJOURN TO CLOSED SESSION: To consider qualified matters. *at 5:31 p.m.*

- a. Government Code Section 54957, Personnel Issue. To consider public employee, evaluation, reassignment, resignation, release, dismissal, or discipline of a classified and/or certificated employee.
- b. Government Code Section 54957.6, Labor Negotiations. To confer with the District's Labor Negotiator, Superintendent Jeremy Powell regarding HTA and CSEA negotiations.
- c. Conference with labor Negotiator Gov. Code sec. 54957.6, subd. (a). Agency designated representative: Dr. Jeremy Powell; Employee Organization: Hamilton Teachers Association.

Report out action taken in closed session. No action.

5.0 PUBLIC SESSION/FLAG SALUTE: *at 6:26 p.m. lead by Mr. Leal*

6.0 ADOPT THE AGENDA: (M)

Dr. Powell request to pull Action Item 13.0 b and table for now.

Motion to adopt the agenda tabling item 13.0 b by Mr. Odom 2nd by Mr. Reyes.

Motion Carried 4-0

Leal: AYE	Lower: AYE
Boone: ABSENT	Reyes: AYE
Odom: AYE	

7.0 COMMUNICATIONS/REPORTS:

- a. Board Member Comments/Reports
 - i. [Board members made comments](#)
- b. ASB President and Student Council President Reports
 - i. Hamilton High School – Alyssa Fox
 - ii. Hamilton Elementary School
- c. District Reports (written)
 - i. Technology Report by Frank James (p. 4)
 - ii. Nutrition Services Report by Sean Montgomery
 - iii. Operations Report by Alan Joksch (p. 5)
- d. Principal and Dean of Student Reports (written)
 - i. Ulises Tellechea, Hamilton Elementary School Principal (p. 6)
 - 1. [Mr. Tellechea reviewed report and answered questions](#)
 - ii. Maria Reyes, District Dean of Students
 - 1. [Ms. Reyes reviewed report and answered questions](#)
 - iii. Cris Oseguera, Hamilton High School Principal (presentation)
 - iv. Silvia Robles, Adult School (p. 8)
- e. Chief Business Official Report by Kristen Hamman (p. 9)
 - i. [Ms. Hamman reviewed report](#)
- f. Superintendent Report by Jeremy Powell (p.10)
 - i. [Dr. Powell reviewed report](#)

8.0 PRESENTATIONS:

- a. Hamilton High School Presentation
 - i. [Mr. O gave a presentation with handout](#)

9.0 CORRESPONDENCE:

- a. None

10.0 INFORMATION ITEMS:

- a. HUSD Enrollment History for 5 years (p. 11)
 - i. [Dr. Powell reviewed and Mr. Lower commented](#)
- b. Bond Status: Fund 21 Update (p. 13)
 - i. [Dr. Powell reviewed](#)
- c. Hamilton Elementary Restroom Renovation & Trash Enclosure Project Updates
 - i. [Ms. Wilhelm reviewed](#)
 - ii. [Mr. Odom requested to add Facilities Master Plan to future agenda](#)

11.0 DISCUSSION ITEMS:

- a. None

12.0 PUBLIC COMMENT: Public comment on any item of interest to the public that is within the Board’s jurisdiction will be heard (agenda and non-agenda items). The Board may limit comments to no more than three minutes per speaker and 15 minutes per topic. Public comment will also be allowed on each specific action item prior to board action thereon.

- a. [Mr. O and Wendell made public comments](#)

13.0 ACTION ITEMS:

- a. Approve updated 2022-23 Classified Confidential/Classified Management salary Schedule (p. 18)
 - i. Range 2 Classified Management salary Schedule (5% increase)
 - ii. Updated classified management range scale for Nutrition Services Director

[Motion to approve by Mr. Leal 2nd by Mr. Boone.](#)

[Motion Carried 5-0](#)

Leal: AYE	Lower: AYE
Boone: AYE	Reyes: AYE
Odom: AYE	

- b. Approve 3 Year Agreement 2020-23 between CSEA #623 and Hamilton Unified School District (p. 20)
 - i. [This item was tabled by Dr. Powell](#)
- c. Approve 3 Year Agreement 2021-24 between HTA and Hamilton Unified School District (p. 82)

[Motion to approve by Mr. Odom 2nd by Mr. Leal.](#)

[Motion Carried 5-0](#)

Leal: AYE	Lower: AYE
-----------	------------

Boone: AYE	Reyes: AYE
Odom: AYE	

- d. Approve agreement between Capay Joint Union Elementary School District and Hamilton Unified School District on how Developer Fees shall be collected and divided between the two Districts (p. 170)

After discussion motion to approve by Mr. Boone 2nd by Mr. Reyes. Motion Carried 5-0

Leal: AYE	Lower: AYE
Boone: AYE	Reyes: AYE
Odom: AYE	

14.0 CONSENT AGENDA: Items in the consent agenda are considered routine and are acted upon by the Board in one motion. There is no discussion of these items prior to the Board vote and unless a member of the Board, staff, or public request specific items be discussed and/or removed from the consent agenda. Each item on the consent agenda approved by the Board shall be deemed to have been considered in full and adopted as recommended.

- a. Minutes from Regular Board Meeting on August 24, 2022 (p. 172)
- b. California Department of Education Consolidated Application for 2022-23 (p. 178)
- c. 2021-22 Educator Effectiveness Funds (EEF) Report (p. 185)
- d. Warrants and Expenditures (p. 189)
- e. Interdistrict Transfers (new only; elementary students reapply annually).

i. Out

- 1. Hamilton Elementary School
 - a. None
- 2. Hamilton High School
 - a. None

ii. In

- 1. Hamilton Elementary School
 - a. K x 1
- 2. Hamilton High School
 - a. 9th x 2

f. Personnel Actions as Presented:

i. New hires:

Cristian Aguilar Office Assistant I HHS

ii. Resignations/Retirement:

None

Motion to approve consent agenda by Mr. Leal 2nd by Mr. Reyes. Motion Carried 5-0

Leal: AYE	Lower: AYE
Boone: AYE	Reyes: AYE
Odom: AYE	

15.0 ADJOURNMENT: at 7:29 p.m.

X

 Rod Boone
 HUSD Board Clerk

X

 Jeremy Powell
 HUSD Superintendent

**HAMILTON UNIFIED SCHOOL DISTRICT
SPECIAL BOARD MEETING AGENDA
Hamilton High School Library/Zoom/Facebook Live
620 Canal Street, Hamilton City, CA 95951
Wednesday, October 5, 2022**

5:30 p.m. Public session for purposes of opening the meeting only
 5:30 p.m. Closed session to discuss closed session items listed below (For Board Only)
 6:00 p.m. Reconvene to open session no **later** than 6:30 p.m.

Hamilton Unified School District Board Meetings are open to the public. Please join the meeting by attending in person or via the livestream on Facebook Live on the District's Facebook Group page or through the below Zoom link or dial by phone as listed below:

Join Zoom Meeting

<https://us02web.zoom.us/j/85372805332?pwd=d01qa2tuZ0lMSlJkeVFmMmFRdVgxUT09>

Meeting ID: 853 7280 5332

Passcode: board

Dial in by phone:

+1 669 900 6833 US

Meeting ID: 853 7280 5332

Passcode: 579412



1.0 OPENING BUSINESS:

a. Call to order and roll call **at 5:30 p.m.**

✓ Hubert "Wendell" Lower, President	_____ Rod Boone, Clerk	✓ Gabriel Leal
✓ Genaro Reyes	✓ Ray Odom	

2.0 IDENTIFY CLOSED SESSION ITEMS:

3.0 PUBLIC COMMENT ON CLOSED SESSION ITEMS: Public comment will be heard on any closed session items. The board may limit comments to no more than three minutes per speaker and 15 minutes per item. **None**

4.0 ADJOURN TO CLOSED SESSION: To consider qualified matters **at 5:31 p.m.**

- a. Government Code Section 54957 (b), Personnel Issue. To consider the employment, evaluation, reassignment, resignation, dismissal, or discipline of a classified and certificated employees.
- b. Government Code Section 54957.6, Labor Negotiations. To confer with the District's Labor Negotiator, Superintendent Jeremy Powell regarding HTA and CSEA negotiations.
- c. Conference with labor Negotiator Gov. Code sec. 54957.6, subd. (a). Agency designated representative: Dr. Jeremy Powell; Employee Organization: Hamilton Teachers Association.

*Report out action taken in closed session. **No action.***

5.0 PUBLIC SESSION/FLAG SALUTE: **at 6:00 p.m. lead by Dr. Powell**

6.0 ADOPT THE AGENDA: (M)

Motion to adopt the agenda by Mr. Reyes 2nd by Mr. Odom.

Motion Carried 4-0

Leal: AYE	Lower: AYE
Boone: ABSENT	Reyes: AYE
Odom: AYE	

7.0 PUBLIC COMMENT: Public comment on any item of interest to the public that is within the Board’s jurisdiction will be heard (agenda and non-agenda items). The Board may limit comments to no more than three minutes per speaker and 15 minutes per topic. Public comment will also be allowed on each specific action item prior to board action thereon.
 No public comment

8.0 ACTION ITEMS:

- a. Adopt Board Resolution No. 22-23-102: GANN Limit (p. 5)
 - i. Ms. Hamman reviewed and answered questions

Motion to adopt the resolution by Mr. Odom 2nd by Mr. Leal. Motion Carried 4-0

Leal: AYE	Lower: AYE
Boone: ABSENT	Reyes: AYE
Odom: AYE	

- b. Review and Approved 2021-22 Unaudited Actuals (p. 6)
 - i. Ms. Hamman reviewed and answered questions
 - ii. Mr. Odom requested that District request list of transactions over the last 10 years that would have affected Fund 25

Motion to approve by Mr. Leal 2nd by Mr. Reyes. Motion Carried 4-0

Leal: AYE	Lower: AYE
Boone: ABSENT	Reyes: AYE
Odom: AYE	

9.0 ADJOURNMENT: at 6:25 p.m.

AGENDA ITEM: **Notice of Exemption of the California Environmental Quality Act**
Hamilton Elementary School Alterations at Existing Restrooms

Prepared by: **Jeremy Powell, Superintendent**

Consent

Board Date October 26, 2022

Information Only

Discussion/Action

Background Information

The Notice of Exemption (NOE) serves as public notice that a project is exempt from CEQA. The filing of an NOE and the posting on the list of notices start a 35-day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA.

The project is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to §15301 of the State CEQA Guidelines. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The project entails operation, repair, maintenance, or minor alteration of existing facilities; uses of structures are not expanded. The analysis confirms that the project fits within the categorical exemptions allowed by the California Environmental Quality Act of 1970.

Fiscal Implications

The filing fees of \$50.00 will be funded with ESSER III Funds

Recommendation

It is requested that the Board of Education authorize the Superintendent to approve and execute the Notice of Exemption for the Hamilton Elementary School Alterations at Existing Restrooms project.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: **15301**
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Operation, repair, maintenance, or minor alteration of existing facilities; uses of structures are not expanded.

Lead Agency

Contact Person: **Jeremy Powell, Superintendent** Area Code/Telephone/Extension: **530-826-3261**

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

AGENDA ITEM: Notice of Exemption of the California Environmental Quality Act
Hamilton High School & Elementary School Solar Array Installations

Prepared by: Jeremy Powell, Superintendent

Consent

Board Date October 26, 2022

Information Only

Discussion/Action

Background Information

The Notice of Exemption (NOE) serves as public notice that a project is exempt from CEQA. The filing of an NOE and the posting on the list of notices start a 35-day statute of limitations period on legal challenges to the agency's decision that the project is exempt from CEQA.

The project is exempt from further review under the California Environmental Quality Act (CEQA) pursuant to §21080.35 of the State CEQA Guidelines which provides that solar energy systems installed on an existing parking lot are statutorily exempt from CEQA.

Fiscal Implications

The filing fees of \$50.00 will be funded with General Funds

Recommendation

It is requested that the Board of Education authorize the Superintendent to approve and execute the Notice of Exemption for HES and HHS Solar Array Installations.

Notice of Exemption

Appendix E

To: Office of Planning and Research
 P.O. Box 3044, Room 113
 Sacramento, CA 95812-3044
 County Clerk
 County of: Glenn
516 W. Sycamore Street, Second Floor
Willows, CA 95988

From: (Public Agency): Hamilton Unified School District
620 Canal Street
Hamilton City, CA 95951
 (Address)

Project Title: Hamilton High School & Elementary School Solar Array Installations

Project Applicant: Hamilton Unified School District

Project Location - Specific:
620 Canal Street & 277 Capay Avenue

Project Location - City: Hamilton City Project Location - County: Glenn

Description of Nature, Purpose and Beneficiaries of Project:
The District proposes to install solar energy arrays in two parking lots at Hamilton High School and on one field at Hamilton Elementary School.

Name of Public Agency Approving Project: Hamilton Unified School District

Name of Person or Agency Carrying Out Project: Jeremy Powell, Superintendent

- Exempt Status: **(check one)**:
- Ministerial (Sec. 21080(b)(1); 15268);
 - Declared Emergency (Sec. 21080(b)(3); 15269(a));
 - Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
 - Categorical Exemption. State type and section number: _____
 - Statutory Exemptions. State code number: 21080.35

Reasons why project is exempt:
Proposed project is exempt from further environmental review under the requirements of the California Environmental Quality Act (CEQA) (Public Resources Code section 21000 et seq.) because it is consistent with CEQA Section 21080.35 which provides that solar energy systems installed on an existing parking lot are statutorily exempt from CEQA.

Lead Agency
 Contact Person: Jeremy Powell, Superintendent Area Code/Telephone/Extension: 530-826-3261

- If filed by applicant:**
1. Attach certified document of exemption finding.
 2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code. Date Received for filing at OPR: _____
 Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor			AT&T (001075/1) P.O. BOX 9011 ACCT#C602224524777 CAROL STREAM, IL 60197-9011								
2022/23	09/12/22	REQ23-00003	SEPT	18754571 HSDIST	09/16/22	Paid	Printed	201.32		201.32	
			01-0000-0-0000-810 0-5590-000/100 HS DIST								
		2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000					80.53			
		2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000					120.79			
		2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
		2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000								
Check #	40334296					Check Date	09/21/22	PO#	PO23-00003	Register #	000025
2022/23	09/12/22	REQ23-00003	SEPT	18756015 ELEM	09/16/22	Paid	Printed	121.09		121.09	
			01-0000-0-0000-810 0-5590-800 ELEM								
		2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000								
		2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000								
		2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
		2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000					121.09			
Check #	40334296					Check Date	09/21/22	PO#	PO23-00003	Register #	000025
Total Invoice Amount								322.41			
AP Vendor			CADDYSHACK RODENT SERVICES LLC (002135/1) 2941 S STATE HWY 59 MERCED, CA 95341								
F	2022/23	07/17/22	REQ23-00237	8100-5630 RODENT CONTROL:HES PLAY FIELD	5165	09/16/22	Paid	Printed	562.50	562.50	
			2023 (000190)	01-0000-0-0000-8100-5630-000-000-00000							
Check #	40334297					Check Date	09/21/22	PO#	PO23-00255	Register #	000025
Total Invoice Amount								562.50			
AP Vendor			CAL PERS (001029/1) FINANCIAL REP & ACCTG CASHIER BOX 942703 SACRAMENTO, CA 94229-2703								
	2022/23	01/11/22	REQ23-00049	3700/8100*7300; 3701/3702 CAL PERS RETIREMENT	100000015824885	09/16/22	Paid	Printed	35,502.00	35,502.00	

Page 432 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 1 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368 (continued)							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		CAL PERS (001029/1)		(continued)							
2022/23	01/11/22	REQ23-00049	3700/8100*7300; 3701/3702 CAL PERS RETIREMENT	100000015824885 (continued)	09/16/22	Paid	Printed	(continued)			
		2023 (000138)	01-0000-0-0000-3700-3702-000-000-00000					8,272.00			
		2023 (000175)	01-0000-0-0000-7300-3702-000-000-00000					9,586.00			
		2023 (000182)	01-0000-0-0000-8100-3702-000-000-00000					7,136.00			
		2023 (000238)	01-0000-0-1110-1000-3701-000-000-00000					7,100.00			
		2023 (000239)	01-0000-0-1110-1000-3702-000-000-00000					3,408.00			
Check #	40334298					Check Date	09/21/22	PO#	PO23-00049	Register #	000025
Total Invoice Amount								35,502.00			
AP Vendor		COMCAST-INTERNET SERVICE (000613/1) P.O. BOX 37601 PHILADELPHIA, PA 19101-0601									
2022/23	09/01/22	REQ23-00039	SEPT 2022 2700-5990	153951940	09/16/22	Paid	Printed	8,373.58		8,373.58	
		2023 (000122)	01-0000-0-0000-2700-5990-000-000-00000								
Check #	40334299					Check Date	09/21/22	PO#	PO23-00039	Register #	000025
Total Invoice Amount								8,373.58			
AP Vendor		DANIELSON CO (000764/1) 435 SOUTHGATE CT CHICO, CA 95928									
2022/23	09/12/22	REQ23-00025	13-5310-0-0000-370 0-4300/4700-049	285384	09/16/22	Paid	Printed	3,227.69		3,227.69	
		2023 (001385)	13-5310-0-0000-3700-4300-000-000-00000					318.17			
		2023 (001387)	13-5310-0-0000-3700-4700-000-000-00000					2,500.51			
		2023 (001390)	13-5310-0-0000-3700-5890-000-000-00000					8.00			
		2023 (001413)	13-5320-0-0000-3700-4300-000-049-00000					63.18			
		2023 (001414)	13-5320-0-0000-3700-4700-000-049-00000					337.83			
Check #	40334300					Check Date	09/21/22	PO#	PO23-00025	Register #	000025
2022/23	09/12/22	REQ23-00025	13-5310-0-0000-370 0-4300/4700	285387	09/16/22	Paid	Printed	2,649.13		2,649.13	
		2023 (001385)	13-5310-0-0000-3700-4300-000-000-00000					222.61			
		2023 (001387)	13-5310-0-0000-3700-4700-000-000-00000					2,418.52			
		2023 (001390)	13-5310-0-0000-3700-5890-000-000-00000					8.00			
		2023 (001413)	13-5320-0-0000-3700-4300-000-049-00000								
		2023 (001414)	13-5320-0-0000-3700-4700-000-049-00000								
Check #	40334300					Check Date	09/21/22	PO#	PO23-00025	Register #	000025

Page 433 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 2 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368 (continued)							Bank Account COUNTY - County Bank Account			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
							Total Invoice Amount	5,876.82		
AP Vendor DAVID HARTUNG (002137/1) 233 FOLLAND DRIVE AMERICAN CANYON, CA 94503										
2022/23	09/14/22	REQ23-00248	AG PATHWAYS PHOTO SHOOT	20220914001	09/16/22	Paid	Printed	3,964.11		3,964.11
Check #	2023 (000921) 40334301	01-6387-0-3800-1000-5890-100-000-00000								
							Check Date 09/21/22	PO# PO23-00266	Register # 000025	
F	2022/23	09/14/22	REQ23-00248	EXTRA PHOTOS ADDED	20220914002	09/16/22	Paid	Printed	1,500.00	1,500.00
Check #	2023 (000921) 40334301	01-6387-0-3800-1000-5890-100-000-00000								
							Check Date 09/21/22	PO# PO23-00266	Register # 000025	
							Total Invoice Amount	5,464.11		
AP Vendor GLENN COUNTY OFFICE OF ED (000338/1) SUCCESS PRINTING 451 S. VILLA AVE WILLOWS, CA 95988										
2022/23	09/07/22	REQ23-00195	SEPT 01-3010-0-1110-100-0-4300-800-ENG/SPANISH	SEPT 7082	09/16/22	Paid	Printed	231.66		231.66
Check #	2023 (000640) 40334302	01-3010-0-1110-1000-4300-800-000-00000								
							Check Date 09/21/22	PO# PO23-00195	Register # 000025	
							Total Invoice Amount	231.66		
AP Vendor GLENN COUNTY ROAD SHOP (000753/1) P.O. BOX 1070 WILLOWS, CA 95988										
2022/23	08/30/22	REQ23-00036	BUS REPAIRS 3600-5630	PW23-1200002	09/16/22	Paid	Printed	3,775.25		3,775.25
Check #	2023 (000134) 40334303	01-0000-0-0000-3600-5630-000-000-00000								
							3,775.25			
							Check Date 09/21/22	PO# PO23-00036	Register # 000025	
							Total Invoice Amount	3,775.25		
AP Vendor HAMILTON CITY COMMUNITY SVC (000113/1) P O BOX 116 HAMILTON CITY, CA 95951										

Page 434 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 3 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368 (continued)						Bank Account COUNTY - County Bank Account					
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		HAMILTON CITY COMMUNITY SVC (000113/1)			(continued)						
2022/23	09/01/22	REQ23-00014	01-0000-0-0000-810 0-5590-800 ELEM	SEPT-OCT 277 CAPAY	09/16/22	Paid	Printed	2,384.70		2,384.70	
		2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000								
		2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000								
		2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
		2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000					2,384.70			
		2023 (001310)	11-6391-0-4110-8100-5590-000-000-00000								
Check #	40334304					Check Date	09/21/22	PO#	PO23-00014	Register #	000025
2022/23	09/01/22	REQ23-00014	01-0000-0-0000-810 0-5590-000 PRESCH	SEPT-OCT 290 6TH ST	09/16/22	Paid	Printed	79.49		79.49	
		2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000					79.49			
		2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000								
		2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
		2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000								
		2023 (001310)	11-6391-0-4110-8100-5590-000-000-00000								
Check #	40334304					Check Date	09/21/22	PO#	PO23-00014	Register #	000025
2022/23	09/01/22	REQ23-00014	01-0000-0-0000-810 0-5590-300 ELLAB	SEPT-OCT 300 6TH ST	09/16/22	Paid	Printed	79.49		79.49	
		2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000								
		2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000								
		2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000					79.49			
		2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000								
		2023 (001310)	11-6391-0-4110-8100-5590-000-000-00000								
Check #	40334304					Check Date	09/21/22	PO#	PO23-00014	Register #	000025
2022/23	09/01/22	REQ23-00014	11-6391-0-4110-810 0-5590 ADULT ED	SEPT-OCT 535 SAC AVE	09/16/22	Paid	Printed	79.49		79.49	
		2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000								
		2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000								
		2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
		2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000								
		2023 (001310)	11-6391-0-4110-8100-5590-000-000-00000					79.49			
Check #	40334304					Check Date	09/21/22	PO#	PO23-00014	Register #	000025
2022/23	09/01/22	REQ23-00014	01-0000-0-0000-810 0-5590-000/100 HS/DIST	SEPT-OCT 620 CR203	09/16/22	Paid	Printed	1,669.29		1,669.29	
		2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000					667.71			
		2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000					1,001.58			

Page 435 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 4 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368 (continued)							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		HAMILTON CITY COMMUNITY SVC (000113/1)			(continued)		(continued)				
2022/23	09/01/22	REQ23-00014	01-0000-0-0000-810 0-5590-000/100 HS/DIST	SEPT-OCT 620 CR203 (continued)	09/16/22	Paid	Printed	(continued)			
		2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
		2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000								
		2023 (001310)	11-6391-0-4110-8100-5590-000-000-00000								
Check #	40334304					Check Date	09/21/22	PO#	PO23-00014	Register #	000025
Total Invoice Amount								4,292.46			
AP Vendor		HAMILTON UNIFIED REVOLVING FND (000114/1) P O BOX 488 HAMILTON CITY, CA 95951									
F	2022/23	09/13/22	REQ23-00234	BOOTH FEE FOR OCT 2 2022 EVENT-CHICO	CK1679 BOOTH FEE	09/16/22	Paid	Printed	50.00		50.00
			2023 (001295)	11-6391-0-4110-1000-5890-000-000-00000							
Check #	40334305					Check Date	09/21/22	PO#	PO23-00252	Register #	000025
Total Invoice Amount								50.00			
AP Vendor		HILLYARD INC (000072/1) BOX 801400 KANSAS CITY, MO 64180-1400									
	2022/23	08/31/22	REQ23-00012	01-0000-0-0000-810 0-4300- JANITOR CART	604859381	09/16/22	Paid	Printed	226.60		226.60
			2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000				226.60			
			2023 (000190)	01-0000-0-0000-8100-5630-000-000-00000							
Check #	40334306					Check Date	09/21/22	PO#	PO23-00012	Register #	000025
Total Invoice Amount								226.60			
AP Vendor		OFFICE DEPOT INC (000309/1) PO BOX 29248 PHOENIX, AZ 85038-9248									
	2022/23	08/31/22	REQ23-00125	01-0000-0-1110-100 0-4300-800-ENVELO PES, RUBBANDS, MARKER	259037503001	09/16/22	Paid	Printed	55.15		55.15
			2023 (000102)	01-0000-0-0000-2700-4300-800-000-00000				7.19			
			2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000				47.96			

Page 436 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 5 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368 (continued)						Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		OFFICE DEPOT INC (000309/1)		(continued)						
Check #	40334307					Check Date	09/21/22	PO# PO23-00125	Register #	000025
2022/23	08/31/22	REQ23-00125	01-0000-0-1110-100 0-4300-800-DUCK TAPE, FLASHLIGHT, TWEEZERS	260728399001	09/16/22	Paid	Printed	57.64		57.64
		2023 (000102)	01-0000-0-0000-2700-4300-800-000-00000					7.52		
		2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000					50.12		
Check #	40334307					Check Date	09/21/22	PO# PO23-00125	Register #	000025
2022/23	08/31/22	REQ23-00125	01-0000-0-1110-100 0-4300-800-SPLINT ER KIT & WATER CUPS	260728413001	09/16/22	Paid	Printed	24.25		24.25
		2023 (000102)	01-0000-0-0000-2700-4300-800-000-00000					3.16		
		2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000					21.09		
Check #	40334307					Check Date	09/21/22	PO# PO23-00125	Register #	000025
2022/23	08/31/22	REQ23-00125	01-0000-0-1110-100 0-4300-800-STEP STOOL JAZ	260728516001	09/16/22	Paid	Printed	21.44		21.44
		2023 (000102)	01-0000-0-0000-2700-4300-800-000-00000					21.44		
		2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000							
Check #	40334307					Check Date	09/21/22	PO# PO23-00125	Register #	000025
2022/23	09/07/22	REQ23-00221	01-0000-0-3200-100 0-4300-300-P HERNANDEZ	265506572001	09/16/22	Paid	Printed	51.98		51.98
		2023 (000327)	01-0000-0-3200-1000-4300-300-000-00000							
Check #	40334307					Check Date	09/21/22	PO# PO23-00235	Register #	000025
F	2022/23	09/07/22	REQ23-00221	01-0000-0-3200-100 0-4300-300-P HERNANDEZ	266094938001	09/16/22	Paid	Printed	2.38	2.38
		2023 (000327)	01-0000-0-3200-1000-4300-300-000-00000							
Check #	40334307					Check Date	09/21/22	PO# PO23-00235	Register #	000025
Total Invoice Amount								212.84		

AP Vendor	PAPE MACHINERY (000147/1) PO BOX 35144 #5077 SEATTLE, WA 98124-5144
-----------	---

Page 437 of 459

Approval Batch 000368 (continued)							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		PAPE MACHINERY (000147/1) (continued)									
2022/23	09/06/22	REQ23-00050	01-0000-0-0000-810 0-4300-V BELT & PUMP	13899267	09/16/22	Paid	Printed	52.84		52.84	
Check #		2023 (002264) 01-0000-0-0000-8100-4300-000-000-00000 40334308				Check Date 09/21/22		PO# PO23-00050	Register # 000025		
Total Invoice Amount								52.84			
AP Vendor		PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC (000418/1) PO BOX 981022 ACCT#0015706426 BOSTON, MA 02298-1022									
? 2022/23	09/05/22	REQ23-00043	01-0000-0-1110-100 0-5620-800-JULY-O CT 2022 ELEM POST METER	JULY-OCT 3105693161	09/16/22	Paid	Printed	166.48		166.48	
Check #		Different Name PITNEY BOWES GLOBAL INC 2023 (000257) 01-0000-0-1110-1000-4300-800-000-00000 2023 (000282) 01-0000-0-1110-1000-5620-800-000-00000 40334309				166.48 Check Date 09/21/22		PO# PO23-00043	Register # 000025		
Total Invoice Amount								166.48			
AP Vendor		PROPACIFIC FRESH (000763/1) CHICO DIVISION PO BOX 1069 DURHAM, CA 95938									
2022/23	09/01/22	REQ23-00007	13-5310-0-0000-370 0-4700-000/049	6955150	09/16/22	Paid	Printed	655.33		655.33	
Check #		2023 (001385) 13-5310-0-0000-3700-4300-000-000-00000 2023 (001387) 13-5310-0-0000-3700-4700-000-000-00000 2023 (001413) 13-5320-0-0000-3700-4300-000-049-00000 2023 (001414) 13-5320-0-0000-3700-4700-000-049-00000 40334310				563.01 92.32 Check Date 09/21/22		PO# PO23-00007	Register # 000025		
2022/23	09/01/22	REQ23-00007	13-5310-0-0000-370 0-4700-	6955154	09/16/22	Paid	Printed	800.80		800.80	
Check #		2023 (001385) 13-5310-0-0000-3700-4300-000-000-00000 2023 (001387) 13-5310-0-0000-3700-4700-000-000-00000 2023 (001413) 13-5320-0-0000-3700-4300-000-049-00000 2023 (001414) 13-5320-0-0000-3700-4700-000-049-00000				800.80					

Page 438 of 459

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368 (continued)							Bank Account COUNTY - County Bank Account			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		PROPACIFIC FRESH (000763/1)			(continued)					
Check #	40334310				Check Date	09/21/22	PO#	PO23-00007	Register #	000025
Total Invoice Amount								1,456.13		
AP Vendor		QUILL CORPORATION (000134/1) PO BOX 37600 PHILADELPHIA, PA 19101-0600								
F	2022/23	09/02/22	R23-00013	01-0000-0-1110-100 0-4300-800-Ele Pencil Sharp GELSEY Q	27466025	09/16/22	Paid	Printed	34.06	34.06
Check #	40334311	2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000							
		Check Date	09/21/22	PO#	PO23-00223	Register #	000025			
F	2022/23	09/06/22	REQ23-00222	01-0000-0-3200-100 0-4300-300-P HERNANDEZ	27524118	09/16/22	Paid	Printed	84.06	84.06
Check #	40334311	2023 (000327)	01-0000-0-3200-1000-4300-300-000-00000							
		Check Date	09/21/22	PO#	PO23-00239	Register #	000025			
Total Invoice Amount								118.12		
AP Vendor		ROBERTSON ERICKSON INC (000144/1) 888 MANZANITA CT SUITE 101 CHICO, CA 95926								
	2022/23	08/31/22	REQ23-00066	21-0000-0-0000-850 0-6170-000-034-ELE M TRASH AREA PROJ	8270 ELEM TRASH PROJ	09/16/22	Paid	Printed	2,000.00	2,000.00
Check #	40334312	2023 (002190)	21-0000-0-0000-8500-6170-000-034-00000							
		Check Date	09/21/22	PO#	PO23-00066	Register #	000025			
Total Invoice Amount								2,000.00		
AP Vendor		SCHOOL SERVICES OF CALIF INC (000137/1) PO BOX 516613 LOS ANGELES, CA 90051-0599								
	2022/23	09/01/22	REQ23-00026	01-0000-0-1110-100 0-5890-SEPT 2022	SEPT 0134862-IN	09/16/22	Paid	Printed	355.00	355.00
Check #	40334313	2023 (000292)	01-0000-0-1110-1000-5890-000-000-00000							
		Check Date	09/21/22	PO#	PO23-00026	Register #	000025			
Total Invoice Amount								355.00		

Page 439 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 8 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000368 (continued)							Bank Account COUNTY - County Bank Account			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		SCHOOL SPECIALTY (000466/1) 32656 COLLECTION CENTER DRIVE CHICAGO, IL 60693-0326								
F	2022/23	09/08/22	R23-00014	01-0000-0-1110-100 0-4300-800-B CRUZ Headphones SET 30	208130870812	09/16/22	Paid	Printed	204.27	204.27
Check #		40334314		2023 (000257) 01-0000-0-1110-1000-4300-800-000-00000		Check Date 09/21/22		PO# PO23-00217	Register # 000025	
Total Invoice Amount								204.27		
AP Vendor		SMALL SCHOOL DISTRICTS ASSN (000191/1) PO BOX 276045 SACRAMENTO, CA 95827								
F	2022/23	09/01/22	REQ23-00209	2700-5200 REGIST;TW EXE ASST TRAINING NOV 4-6	17-04783	09/16/22	Paid	Printed	400.00	400.00
Check #		40334315		2023 (000106) 01-0000-0-0000-2700-5200-000-000-00000		Check Date 09/21/22		PO# PO23-00226	Register # 000025	
Total Invoice Amount								400.00		
AP Vendor		SUPERIOR REGION CATA (000930/1) 311 NICHOLAS C SHOUTEN LANE CHICO, CA 95928								
	2022/23	09/09/22	REQ23-00233	01-6387-0-3800-100 0-5200-100 ROADSHOW SEPT 30-OCT 1	108148	09/16/22	Paid	Printed	255.00	255.00
Check #		40334316		2023 (001879) 01-6387-0-3800-1000-5200-100-000-00000		Check Date 09/21/22		PO# PO23-00251	Register # 000025	
F	2022/23	09/09/22	REQ23-00233	01-6387-0-3800-100 0-5200-100-REGIS CATA FALL MTG SANTA ROSA	108149	09/16/22	Paid	Printed	150.00	150.00
Check #		40334316		2023 (001879) 01-6387-0-3800-1000-5200-100-000-00000		Check Date 09/21/22		PO# PO23-00251	Register # 000025	
Total Invoice Amount								405.00		

Page 440 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 9 of 28

Approval Batch 000368 (continued)							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		WITTMEIER AUTO CENTER (002136/1) 2288 FOREST AVENUE CHICO, CA 95928-7605									
F	2022/23	08/16/22	REQ23-00238	8100-5630 TRANSIT	881068	09/16/22	Paid	Printed	73.77	73.77	
		VAN SEAT BELT REPAIRS									
Check #		2023 (000190) 01-0000-0-0000-8100-5630-000-000-00000				Check Date 09/21/22		PO# PO23-00256	Register # 000025		
		40334317				Total Invoice Amount		73.77			

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000396						Bank Account COUNTY - County Bank Account					
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor			ALHAMBRA & SIERRA SPRINGS (000010/1) BOX 660579 DALLAS, TX 75266-0579								
2022/23	08/28/22	REQ23-00006	AUG 01-0000-0-1110-100 0-4300-000/100/800/ 300	AUG 9858589 082722	09/20/22	Paid	Printed	331.00		331.00	
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000					77.00			
		2023 (000240)	01-0000-0-1110-1000-4300-000-000-00000					50.80			
		2023 (000243)	01-0000-0-1110-1000-4300-100-000-00000					76.20			
		2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000					107.00			
		2023 (000327)	01-0000-0-3200-1000-4300-300-000-00000					6.00-			
		2023 (001279)	11-6391-0-4110-1000-4300-000-000-00000					26.00			
Check #	40334479					Check Date	09/27/22	PO#	PO23-00006	Register #	000026
2022/23	07/27/22	REQ23-00006	JULY 01-0000-0-1110-100 0-4300-000/100/800/ 300	JULY 9858589 072722	09/20/22	Paid	Printed	143.00		143.00	
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000					47.00			
		2023 (000240)	01-0000-0-1110-1000-4300-000-000-00000					14.80			
		2023 (000243)	01-0000-0-1110-1000-4300-100-000-00000					22.20			
		2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000					27.00			
		2023 (000327)	01-0000-0-3200-1000-4300-300-000-00000					16.00			
		2023 (001279)	11-6391-0-4110-1000-4300-000-000-00000					16.00			
Check #	40334479					Check Date	09/27/22	PO#	PO23-00006	Register #	000026
Total Invoice Amount								474.00			
AP Vendor			BUSWEST - NORTH (000794/1) P.O. BOX 101284 PASADENA, CA 91189-1284								
2022/23	09/14/22	REQ23-00021	01-0000-0-0000-360 0-5630-000-000-000 00	RA41000928403	09/20/22	Paid	Printed	1,519.30		1,519.30	
		2023 (000131)	01-0000-0-0000-3600-4300-000-000-00000								
		2023 (000134)	01-0000-0-0000-3600-5630-000-000-00000					1,519.30			
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000								
Check #	40334480					Check Date	09/27/22	PO#	PO23-00021	Register #	000026
2022/23	09/13/22	REQ23-00021	01-0000-0-0000-360 0-4300-000-000-000 00	XA41003620101	09/20/22	Paid	Printed	56.27		56.27	

Page 442 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 11 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000396 (continued)						Bank Account COUNTY - County Bank Account					
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		BUSWEST - NORTH (000794/1)			(continued)		(continued)				
2022/23	09/13/22	REQ23-00021	01-0000-0-0000-360 0-4300-000-000-000 00	XA41003620101 (continued)	09/20/22	Paid	Printed	(continued)			
		2023 (000131)	01-0000-0-0000-3600-4300-000-000-00000					56.27			
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000								
Check #	40334480					Check Date	09/27/22	PO#	PO23-00021	Register #	000026
Total Invoice Amount								1,575.57			
AP Vendor		CENGAGE LEARNING (000047/1) PO BOX 936743 ATLANTA, GA 31193-6743									
2022/23	09/02/22	REQ23-00060	01-7412-0-1110-100 0-4100-100 FINANCIAL ALGEBRA	78841485	09/20/22	Paid	Printed	3,056.63		3,056.63	
		2023 (002204)	01-7412-0-1110-1000-4100-100-000-00000								
Check #	40334481					Check Date	09/27/22	PO#	PO23-00060	Register #	000026
Total Invoice Amount								3,056.63			
AP Vendor		CHRISTY WHITE ASSOCIATES (001498/1) 348 OLIVE ST SAN DIEGO, CA 92103									
2022/23	09/19/22	REQ23-00046	20-21 AUDIT 01-0000-0-0000-719 1-5810-000-000-000 00	18314	09/20/22	Paid	Printed	1,830.00		1,830.00	
		2023 (000164)	01-0000-0-0000-7191-5810-000-000-00000								
Check #	40334482					Check Date	09/27/22	PO#	PO23-00046	Register #	000026
Total Invoice Amount								1,830.00			
AP Vendor		DANIELSON CO (000764/1) 435 SOUTHGATE CT CHICO, CA 95928									
2022/23	09/19/22	REQ23-00025	13-5320-0-0000-370 0-4300/4700-000-04 9	286100	09/25/22	Paid	Printed	2,708.11		2,708.11	
		2023 (001385)	13-5310-0-0000-3700-4300-000-000-00000					212.82			
		2023 (001387)	13-5310-0-0000-3700-4700-000-000-00000					2,322.31			
		2023 (001390)	13-5310-0-0000-3700-5890-000-000-00000					8.00			

Page 443 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 12 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000396 (continued)							Bank Account COUNTY - County Bank Account			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		DANIELSON CO (000764/1) (continued)								
2022/23	09/19/22	REQ23-00025	13-5320-0-0000-370 0-4300/4700-000-04 9	286100 (continued)	09/25/22	Paid	Printed	(continued)		
		2023 (001413)	13- 5320- 0- 0000- 3700- 4300- 000- 049- 00000					66.20		
		2023 (001414)	13- 5320- 0- 0000- 3700- 4700- 000- 049- 00000					98.78		
Check #	40334483					Check Date	09/27/22	PO# PO23-00025	Register #	000026
2022/23	09/19/22	REQ23-00025	13-5320-0-0000-370 0-4300/4700-000	286105	09/25/22	Paid	Printed	2,390.20		2,390.20
		2023 (001385)	13- 5310- 0- 0000- 3700- 4300- 000- 000- 00000					160.84		
		2023 (001387)	13- 5310- 0- 0000- 3700- 4700- 000- 000- 00000					2,221.36		
		2023 (001390)	13- 5310- 0- 0000- 3700- 5890- 000- 000- 00000					8.00		
		2023 (001413)	13- 5320- 0- 0000- 3700- 4300- 000- 049- 00000							
		2023 (001414)	13- 5320- 0- 0000- 3700- 4700- 000- 049- 00000							
Check #	40334483					Check Date	09/27/22	PO# PO23-00025	Register #	000026
Total Invoice Amount								5,098.31		
AP Vendor		FERGUSON PLUMBING (001381/1) 171 COMMERCIAL AVENUE CHICO, CA 95973								
2022/23	09/15/22	REQ22-00027	DRINKING WATER PROJ 01-3213-0-0000-850 0-6200-100/800	0173667	09/20/22	Paid	Printed	10,837.61		10,837.61
		2023 (002265)	01- 3213- 0- 0000- 8500- 6200- 100- 000- 00000					5,418.81		
		2023 (001874)	01- 3213- 0- 0000- 8500- 6200- 800- 000- 00000					5,418.80		
Check #	40334485					Check Date	09/27/22	PO# PO22-00522	Register #	000026
Total Invoice Amount								10,837.61		
AP Vendor		GERLINGER STEEL & SUPPLY CO (000320/1) 1527 SACRAMENTO ST REDDING, CA 96001								
2022/23	09/15/22	REQ23-00093	01-0350-0-6000-100 0-4300-100-053	4248604	09/20/22	Paid	Printed	48.62		48.62
		2023 (000489)	01- 0350- 0- 6000- 1000- 4300- 100- 053- 00000							
Check #	40334486					Check Date	09/27/22	PO# PO23-00093	Register #	000026
2022/23	09/15/22	REQ23-00093	01-0350-0-6000-100 0-4300-100-053	4248605	09/20/22	Paid	Printed	316.39		316.39
		2023 (000489)	01- 0350- 0- 6000- 1000- 4300- 100- 053- 00000							
Check #	40334486					Check Date	09/27/22	PO# PO23-00093	Register #	000026

Page 444 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE
Page 13 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000396 (continued)							Bank Account COUNTY - County Bank Account			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		GERLINGER STEEL & SUPPLY CO (000320/1)			(continued)				(continued)	
								Total Invoice Amount	365.01	
AP Vendor		GLENN COUNTY AIR POLLUTION CONTROL DISTRICT (000145/1) BOX 351 WILLOWS, CA 95988-0351								
F	2022/23	09/13/22	REQ23-00259	AIR POLLUTION FEES HS 01-0000-0-0000-810 0-5890	IN0321525	09/25/22	Paid	Printed	279.00	279.00
Check #		2023 (002379)	01-0000-0-0000-8100-5890-000-000-00000				Check Date	09/27/22	PO# PO23-00268	Register # 000026
	40334487									
	2022/23	09/13/22	REQ23-00259	AIR POLLUTION FEES ELEM 01-0000-0-0000-810 0-5890	IN0321526	09/25/22	Paid	Printed	259.00	259.00
Check #		2023 (002379)	01-0000-0-0000-8100-5890-000-000-00000				Check Date	09/27/22	PO# PO23-00268	Register # 000026
	40334487									
								Total Invoice Amount	538.00	
AP Vendor		HILLYARD INC (000072/1) BOX 801400 KANSAS CITY, MO 64180-1400								
	2022/23	09/14/22	REQ23-00012	01-0000-0-0000-810 0-4300	604783431	09/20/22	Paid	Printed	963.96	963.96
Check #		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000				963.96			
	40334488	2023 (000190)	01-0000-0-0000-8100-5630-000-000-00000				Check Date	09/27/22	PO# PO23-00012	Register # 000026
								Total Invoice Amount	963.96	
AP Vendor		ILLUMINATE EDUCATION (000650/1) PO BOX 207833 DALLAS, TX 75320-7833								
	2022/23	07/23/22	REQ23-00059	ELEM ONSITE DNA TRAINING 01-6266-0-1110-100 0-5200-800	INV66829	09/20/22	Paid	Printed	3,250.00	3,250.00
Check #		2023 (002139)	01-6266-0-1110-1000-5200-800-000-00000				Check Date	09/27/22	PO# PO23-00059	Register # 000026
	40334489									

Page 445 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE
Page 14 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000396 (continued)							Bank Account COUNTY - County Bank Account			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount

Total Invoice Amount 3,250.00

AP Vendor	MISSION UNIFORM & LINEN (000592/1) 1340 WEST 7TH STREET CHICO, CA 95928-4907									
-----------	--	--	--	--	--	--	--	--	--	--

2022/23	09/15/22	REQ23-00005	13-5310-0-0000-370-0-5890	517788443	09/20/22	Paid	Printed	84.00		84.00	
Check #	2023 (001390)	40334490	13- 5310- 0- 0000- 3700- 5890- 000- 000- 00000								
						Check Date	09/27/22	PO#	PO23-00005	Register #	000026

2022/23	09/15/22	REQ23-00005	13-5310-0-0000-370-0-5890	517788458	09/20/22	Paid	Printed	110.97		110.97	
Check #	2023 (001390)	40334490	13- 5310- 0- 0000- 3700- 5890- 000- 000- 00000								
						Check Date	09/27/22	PO#	PO23-00005	Register #	000026

Total Invoice Amount 194.97

AP Vendor	OFFICE DEPOT INC (000309/1) PO BOX 29248 PHOENIX, AZ 85038-9248									
-----------	---	--	--	--	--	--	--	--	--	--

F	2022/23	09/07/22	REQ23-00220	FISCAL SCANNERS 2700-4300	261804141001	09/20/22	Paid	Printed	1,698.80		1,698.80
Check #	2023 (000099)	40334491	01- 0000- 0- 0000- 2700- 4300- 000- 000- 00000								
						Check Date	09/27/22	PO#	PO23-00228	Register #	000026

F	2022/23	09/09/22	REQ23-00225	BRYAN CRUZ 01-0000-0-1110-100-0-4300-800	264669227001	09/20/22	Paid	Printed	135.47		135.47
Check #	2023 (000257)	40334491	01- 0000- 0- 1110- 1000- 4300- 800- 000- 00000								
						Check Date	09/27/22	PO#	PO23-00242	Register #	000026

2022/23	09/09/22	REQ23-00145	JOCELYNE DUCNAS 01-0000-0-1110-100-0-4300-800	CM262887545001	09/20/22	Paid	Printed	16.80-		16.80-	
Check #	2023 (000257)	40334491	01- 0000- 0- 1110- 1000- 4300- 800- 000- 00000								
						Check Date	09/27/22	PO#	PO23-00145	Register #	000026

Total Invoice Amount 1,817.47

AP Vendor	PROPACIFIC FRESH (000763/1) CHICO DIVISION PO BOX 1069 DURHAM, CA 95938									
-----------	--	--	--	--	--	--	--	--	--	--

Selection	Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)									ESCAPE	ONLINE
-----------	---	--	--	--	--	--	--	--	--	--------	--------

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000396 (continued)							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		PROPACIFIC FRESH (000763/1)			(continued)						
2022/23	09/19/22	REQ23-00007	13-5310-0-0000-370-0-4700-000	6956992	09/25/22	Paid	Printed	929.57		929.57	
		2023 (001385)	13-5310-0-0000-3700-4300-000-000-00000								
		2023 (001387)	13-5310-0-0000-3700-4700-000-000-00000					929.57			
		2023 (001413)	13-5320-0-0000-3700-4300-000-049-00000								
		2023 (001414)	13-5320-0-0000-3700-4700-000-049-00000								
Check #	40334493					Check Date	09/27/22	PO#	PO23-00007	Register #	000026
2022/23	09/19/22	REQ23-00007	13-5310-0-0000-370-0-4700-000/049	6958975	09/25/22	Paid	Printed	1,013.12		1,013.12	
		2023 (001385)	13-5310-0-0000-3700-4300-000-000-00000								
		2023 (001387)	13-5310-0-0000-3700-4700-000-000-00000					860.94			
		2023 (001413)	13-5320-0-0000-3700-4300-000-049-00000								
		2023 (001414)	13-5320-0-0000-3700-4700-000-049-00000					152.18			
Check #	40334493					Check Date	09/27/22	PO#	PO23-00007	Register #	000026
Total Invoice Amount								1,942.69			
AP Vendor		QUILL CORPORATION (000134/1) PO BOX 37600 PHILADELPHIA, PA 19101-0600									
F	2022/23	09/08/22	REQ23-00226	BRYAN CRUZ 01-0000-0-1110-100-0-4300-800	27591182	09/20/22	Paid	Printed	19.56	19.56	
			2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000							
Check #	40334494					Check Date	09/27/22	PO#	PO23-00243	Register #	000026
2022/23	09/13/22	REQ23-00226	BRYAN CRUZ 01-0000-0-1110-100-0-4300-800	27651428	09/20/22	Paid	Printed	56.05		56.05	
			2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000							
Check #	40334494					Check Date	09/27/22	PO#	PO23-00243	Register #	000026
2022/23	09/15/22	REQ23-00246	ELLA B MJ 01-0000-0-3200-100-0-4300-300	27719590	09/25/22	Paid	Printed	145.35		145.35	
			2023 (000327)	01-0000-0-3200-1000-4300-300-000-00000							
Check #	40334494					Check Date	09/27/22	PO#	PO23-00263	Register #	000026
Total Invoice Amount								220.96			

Page 447 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 16 of 28

Approval Batch 000396 (continued) **Bank Account COUNTY - County Bank Account**

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			SALSANA LLC 123 ANDRES (002138/1) 565 VAN BUREN STREET HERNDON, VA 20170							
F	2022/23 09/08/22	REQ23-00260	ELEM SCHOOL ASSEMBLY NOV 14;01-4203-0-1110-1 000-5890-800	NN-2519	09/25/22	Paid	Printed	6,000.00		6,000.00
Check #	2023 (000878) 01- 4203- 0- 1110- 1000- 5890- 800- 000- 00000		40334495		Check Date	09/27/22	PO#	PO23-00275	Register #	000026
Total Invoice Amount								6,000.00		
AP Vendor			SUPERIOR TEXT (002127/1) 2921 3RD AVE N BIRMINGHAM, AL 35203							
	2022/23 09/08/22	REQ23-00117	REALIDADES 01-6300-0-1110-100 0-4200-100	SI030973	09/20/22	Paid	Printed	150.15		150.15
Check #	2023 (000892) 01- 6300- 0- 1110- 1000- 4200- 100- 000- 00000		40334496		Check Date	09/27/22	PO#	PO23-00117	Register #	000026
Total Invoice Amount								150.15		
AP Vendor			US SPECIALTY COATINGS (000543/1) 1000 MCFARLAN 400 BLDG ALPHARETTA, GA 30004							
	2022/23 09/06/22	REQ23-00027	FIELD PAINT 01-0000-0-0000-810 0-4300	226866	09/20/22	Paid	Printed	907.00		907.00
Check #	2023 (002264) 01- 0000- 0- 0000- 8100- 4300- 000- 000- 00000		40334497		Check Date	09/27/22	PO#	PO23-00027	Register #	000026
Total Invoice Amount								907.00		

Page 448 of 459

Approval Batch 000398						Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		EAGLE ARCHITECTS (000615/1) 169 PICHOLINE WAY CHICO, CA 95928								
2022/23	09/17/22	REQ22-00008	PH2 ELEM BATHROOM 01-3213-0-0000-850 0-6200-800	1043 ELEM PH2 BATH	09/20/22	Paid	Printed	2,422.85		2,422.85
Check #		2023 (002196) 01-3213-0-0000-8500-6200-800-039-00000				Check Date 09/27/22		PO# PO22-00498	Register # 000026	
Total Invoice Amount								2,422.85		

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000401						Bank Account COUNTY - County Bank Account					
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		PAPE MACHINERY (000147/1) PO BOX 35144 #5077 SEATTLE, WA 98124-5144									
2022/23	09/13/22	REQ23-00050	TRACTOR PARTS	13899284	09/20/22	Paid	Printed	275.43		275.43	
			01-0000-0-0000-810 0-4300								
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000					275.43			
		2023 (002406)	01-0350-0-3800-1000-4300-100-051-00000								
Check #	40334492					Check Date	09/27/22	PO#	PO23-00050	Register #	000026
2022/23	09/11/22	REQ23-00050	5310 TRACTOR REPAIRS	781164	09/20/22	Paid	Printed	403.02		403.02	
			01-0000-0-0000-810 0-5630								
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000								
		2023 (000190)	01-0000-0-0000-8100-5630-000-000-00000					403.02			
		2023 (002408)	01-0350-0-3800-1000-5630-100-051-00000								
Check #	40334492					Check Date	09/27/22	PO#	PO23-00050	Register #	000026
Total Invoice Amount								678.45			

Page 450 of 459

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000426 **Bank Account COUNTY - County Bank Account**

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor			BLICK ART MATERIALS (000911/1) 6910 EAGLE WAY CHICAGO, IL 60678-1069							
2022/23	09/21/22	R23-00004	S WILKES HS ART 01-0000-0-1110-100 0-4300-100	9259908	09/27/22	Paid	Printed	57.11		57.11
Check # 40334675			2023 (000243) 01-0000-0-1110-1000-4300-100-000-00000			Check Date 10/05/22		PO# PO23-00200	Register # 000027	
Total Invoice Amount								57.11		

AP Vendor			EDJOIN SAN JOAQUIN COUNTY (001384/1) OFFICE OF ED PO BOX 213030 STOCKTON, CA 95213-9030							
F	2022/23	07/25/22	REQ23-00184	22-23 EDJOIN ACCESS 01-0000-0-0000-730 0-5890	212427	09/27/22	Paid	Printed	800.00	800.00
Check # 40334678			2023 (000178) 01-0000-0-0000-7300-5890-000-000-00000			Check Date 10/05/22		PO# PO23-00184	Register # 000027	
Total Invoice Amount								800.00		

AP Vendor			FORTUNA UNIFIED SCHOOL DISTRIC (000428/1) C/O SANDRA DALE, NCAP MANAGER 379 12TH STREET FORTUNA, CA 95540							
F	2022/23	09/29/22	REQ23-00263	HOTEL -GROW AGED NOV 8-9 ASHLEY 01-6387-0-3800-100 0-5200-100	A HAUTALA	09/29/22	Paid	Printed	298.00	298.00
Check # 40334679			2023 (001879) 01-6387-0-3800-1000-5200-100-000-00000			Check Date 10/05/22		PO# PO23-00281	Register # 000027	
Total Invoice Amount								298.00		

AP Vendor			GLENN COUNTY ROAD SHOP (000753/1) P.O. BOX 1070 WILLOWS, CA 95988							
-----------	--	--	---	--	--	--	--	--	--	--

Page 451 of 459

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000426 (continued)						Bank Account COUNTY - County Bank Account					
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		GLENN COUNTY ROAD SHOP (000753/1)			(continued)						
2022/23	09/21/22	REQ23-00036	BUS REPAIRS 01-0000-0-0000-360 0-5630	PW23-6000006	09/27/22	Paid	Printed	576.80		576.80	
		2023 (000134)	01-0000-0-0000-3600-5630-000-000-00000					576.80			
		2023 (000190)	01-0000-0-0000-8100-5630-000-000-00000								
Check #	40334680					Check Date	10/05/22	PO#	PO23-00036	Register #	000027
Total Invoice Amount								576.80			
AP Vendor		GRAINGER (000162/1) DEPT 828289678 ACCT #828289678 PALATINE, IL 60038-0001									
2022/23	09/15/22	REQ23-00009	01-0000-0-0000-810 0-4300-000-000-000 00	9447168320	09/27/22	Paid	Printed	32.39		32.39	
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000								
Check #	40334681					Check Date	10/05/22	PO#	PO23-00009	Register #	000027
2022/23	09/15/22	REQ23-00009	01-0000-0-0000-810 0-4300	9447313926	09/27/22	Paid	Printed	103.17		103.17	
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000								
Check #	40334681					Check Date	10/05/22	PO#	PO23-00009	Register #	000027
Total Invoice Amount								135.56			
AP Vendor		INDUSTRIAL POWER PRODUCTS (000118/1) 355 EAST PARK AVENUE CHICO, CA 95928									
2022/23	09/26/22	REQ23-00030	01-0000-0-0000-810 0-4300	360913 MOWER PARTS	09/29/22	Paid	Printed	409.15		409.15	
		2023 (002264)	01-0000-0-0000-8100-4300-000-000-00000								
Check #	40334682					Check Date	10/05/22	PO#	PO23-00030	Register #	000027
Total Invoice Amount								409.15			
AP Vendor		IT SAVVY (000445/1) BOX 3296 GLEN ELLYN, IL 60138									

Page 452 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 21 of 28

Approval Batch 000426 (continued) **Bank Account COUNTY - County Bank Account**

Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
-------------	--------------	-------	---------	-----------------------------	-------	--------------	--------------	----------------	------------------	----------------

AP Vendor IT SAVVY (000445/1) (continued)

F	2022/23	07/15/22	REQ23-00076	PALO THREAT RENEWAL 7/18/22-23 01-9150-0-0000-242 0-5890	01360660	09/27/22	Paid	Printed	8,869.61	8,869.61
---	---------	----------	-------------	---	----------	----------	------	---------	----------	----------

2023 (001180) 01-9150-0-0000-2420-5890-000-000-00000

Check # 40334683 Check Date 10/05/22 PO# PO23-00076 Register # 000027

Total Invoice Amount 8,869.61

AP Vendor LARRY'S PEST & WEED CONTROL (001388/1)
7519 CUTTING AVE.
ORLAND, CA 95963

	2022/23	09/08/22	REQ23-00040	SEPT 01-0000-0-0000-810 0-5590	SEPT W16606	09/29/22	Paid	Printed	560.00	560.00
--	---------	----------	-------------	-----------------------------------	-------------	----------	------	---------	--------	--------

2023 (000186) 01-0000-0-0000-8100-5590-000-000-00000 560.00

2023 (000187) 01-0000-0-0000-8100-5590-100-000-00000

2023 (000188) 01-0000-0-0000-8100-5590-300-000-00000

2023 (000189) 01-0000-0-0000-8100-5590-800-000-00000

Check # 40334684 Check Date 10/05/22 PO# PO23-00040 Register # 000027

Total Invoice Amount 560.00

AP Vendor LES SCHWAB (000078/1)
1306 6TH STREET
ORLAND, CA 95963

	2022/23	09/29/22	REQ23-00010	2005 FORD VAN 2 TIRES;01-0000-0-00 00-8100-4300	61900573383 05 FORD	09/29/22	Paid	Printed	369.60	369.60
--	---------	----------	-------------	--	---------------------	----------	------	---------	--------	--------

2023 (000131) 01-0000-0-0000-3600-4300-000-000-00000

2023 (002264) 01-0000-0-0000-8100-4300-000-000-00000 369.60

2023 (000190) 01-0000-0-0000-8100-5630-000-000-00000

Check # 40334685 Check Date 10/05/22 PO# PO23-00010 Register # 000027

Total Invoice Amount 369.60

AP Vendor LRT GRAPHICS (000148/1)
ACCOUNTS RECEIVABLE
1401 MANGROVE AVE
CHICO, CA 95926

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000426 (continued)							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		LRT GRAPHICS (000148/1) (continued)									
F	2022/23	08/17/22	REQ23-00146	CUSTOM CARD/NOTES 01-6387-0-3800-100 0-4300-100	29405	09/29/22	Paid	Printed	3,988.09	3,988.09	
Check #		2023 (000919) 01-6387-0-3800-1000-4300-100-000-00000		40334687		Check Date 10/05/22		PO# PO23-00146		Register # 000027	
Total Invoice Amount								3,988.09			
AP Vendor		MCGRAW-HILL SCHOOL EDUCATION (000125/1) LOCKBOX# 71545 CHICAGO, IL 60694-1545									
	2022/23	08/19/22	REQ23-00078	ELEM MATH SPANISH 01-6300-0-1110-100 0-4100-800	123803302001	09/29/22	Paid	Printed	200.82	200.82	
Check #		2023 (000890) 01-6300-0-1110-1000-4100-800-000-00000		40334688		Check Date 10/05/22		PO# PO23-00078		Register # 000027	
Total Invoice Amount								200.82			
AP Vendor		OFFICE DEPOT INC (000309/1) PO BOX 29248 PHOENIX, AZ 85038-9248									
	2022/23	09/14/22	REQ23-00125	OPEN FOR ELEM OFFICE SUPPLIES	265835185001	09/27/22	Paid	Printed	220.73	220.73	
Check #		2023 (000102) 01-0000-0-0000-2700-4300-800-000-00000		40334689		29.08		2023 (000257) 01-0000-0-1110-1000-4300-800-000-00000		191.65	
Check #		2023 (000257) 01-0000-0-1110-1000-4300-800-000-00000		40334689		Check Date 10/05/22		PO# PO23-00125		Register # 000027	
	2022/23	09/14/22	REQ23-00125	ELEM OFFICE 01-0000-0-1110-100 0-4300-800	266032593001	09/27/22	Paid	Printed	20.63	20.63	
Check #		2023 (000102) 01-0000-0-0000-2700-4300-800-000-00000		40334689		2.72		2023 (000257) 01-0000-0-1110-1000-4300-800-000-00000		17.91	
Check #		2023 (000257) 01-0000-0-1110-1000-4300-800-000-00000		40334689		Check Date 10/05/22		PO# PO23-00125		Register # 000027	
	2022/23	09/21/22	REQ23-00100	7300-4300/4300-100	266200886001	09/27/22	Paid	Printed	78.69	78.69	
Check #		2023 (000099) 01-0000-0-0000-2700-4300-000-000-00000		40334689		22.30		2023 (000176) 01-0000-0-0000-7300-4300-000-000-00000		56.39	
Check #		2023 (000240) 01-0000-0-1110-1000-4300-000-000-00000		40334689		Check Date 10/05/22		PO# PO23-00100		Register # 000027	
Check #		2023 (000243) 01-0000-0-1110-1000-4300-100-000-00000		40334689		Check Date 10/05/22		PO# PO23-00100		Register # 000027	

Page 454 of 459

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000426 (continued)							Bank Account COUNTY - County Bank Account			
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount
AP Vendor		OFFICE DEPOT INC (000309/1)			(continued)		(continued)			
F	2022/23	09/14/22	REQ23-00228	B GODINEZ APTT SUPPLIES	266508188001	09/27/22	Paid	Printed	12.97	12.97
Check #	2023 (000403)	01-0001-0-1110-1000-4300-800-000-00000	40334689			Check Date 10/05/22	PO# PO23-00245	Register # 000027		
	2022/23	09/13/22	REQ23-00228	B GODINEZ APTT 01-0001-0-1110-100 0-4300-800	266508808001	09/27/22	Paid	Printed	120.57	120.57
Check #	2023 (000403)	01-0001-0-1110-1000-4300-800-000-00000	40334689			Check Date 10/05/22	PO# PO23-00245	Register # 000027		
	2022/23	09/13/22	REQ23-00228	B GODINEZ APTT 01-0001-0-1110-100 0-4300-800	266508809001	09/27/22	Paid	Printed	21.15	21.15
Check #	2023 (000403)	01-0001-0-1110-1000-4300-800-000-00000	40334689			Check Date 10/05/22	PO# PO23-00245	Register # 000027		
Total Invoice Amount								474.74		
AP Vendor		PG&E (000084/1) BOX 997300 SACRAMENTO, CA 95899-7300								
	2022/23	09/19/22	REQ23-00016	OCT ELEM 01-0000-0-0000-810 0-5590-800	OCT 3699672995-4	09/27/22	Paid	Printed	14,391.08	14,391.08
Check #	2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000	40334690			14,391.08	Check Date 10/05/22	PO# PO23-00016	Register # 000027	
	2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000								
	2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
	2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000								
	2022/23	09/15/22	REQ23-00016	OCT HS/DIST 01-0000-0-0000-810 0-5590-000/100	OCT 9921774729-6	09/27/22	Paid	Printed	21,041.62	21,041.62
Check #	2023 (000186)	01-0000-0-0000-8100-5590-000-000-00000	40334690			8,416.65	Check Date 10/05/22	PO# PO23-00016	Register # 000027	
	2023 (000187)	01-0000-0-0000-8100-5590-100-000-00000				12,624.97				
	2023 (000188)	01-0000-0-0000-8100-5590-300-000-00000								
	2023 (000189)	01-0000-0-0000-8100-5590-800-000-00000								
Total Invoice Amount								35,432.70		

Page 455 of 459

Selection Sorted by Approval BatchId, Filtered by (Org = 12, Payment Method = N, Payment Type = N, On Hold? = Y, Starting Check/Advice Date = 9/16/2022, Ending Check/Advice Date = 10/15/2022, Page Break by Check/Advice? = N, Zero? = Y)

ESCAPE ONLINE

Page 24 of 28

ReqPay05g

Payment Register by Approval BatchId

Approval Batch 000426 (continued)							Bank Account COUNTY - County Bank Account					
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount		
AP Vendor			SCHOOL DATEBOOKS (002128/1) 2880 US HWY 231 SOUTH LAFAYETTE, IN 47909-2874									
F	2022/23	09/26/22	REQ23-00183	HS STUDENT PLANNERS 01-9812/0000-0-111 0-1000-4300-100	S22-0248144	09/27/22	Paid	Printed	1,527.03	1,527.03		
			2023 (000243)	01-0000-0-1110-1000-4300-100-000-00000				763.51				
			2023 (001190)	01-9812-0-1110-1000-4300-100-000-00000				763.52				
Check #	40334691						Check Date	10/05/22	PO#	PO23-00183	Register #	000027
Total Invoice Amount								1,527.03				
AP Vendor			SCHOOL SPECIALTY (000466/1) 32656 COLLECTION CENTER DRIVE CHICAGO, IL 60693-0326									
F	2022/23	09/16/22	REQ23-00130	CUBBY WALL LOCKER ELEM 01-0000-0-1110-100 0-4300-800	208130960914	09/27/22	Paid	Printed	842.90	842.90		
			2023 (000257)	01-0000-0-1110-1000-4300-800-000-00000								
Check #	40334692						Check Date	10/05/22	PO#	PO23-00130	Register #	000027
Total Invoice Amount								842.90				
Direct Employee			SKALA, KATHERINE (000971) 6619 PALM AVE ORLAND, CA 95963									
	2022/23	07/07/22		VB COACH TRAIN 01-0000-0-1110-100 0-5890-100-006-000 00	VB COACH TRAINING	09/29/22	Paid	Printed	124.99	124.99		
			2023 (000297)	01-0000-0-1110-1000-5890-100-006-00000								
Check #	40334693						Check Date	10/05/22	PO#		Register #	000027
Total Invoice Amount								124.99				

Page 456 of 459

Approval Batch 000432							Bank Account COUNTY - County Bank Account				
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor		DANNIS WOLIVER KELLEY (002047/2) 2087 ADDISON STREET 2ND FLOOR BERKELEY, CA 94704									
2022/23	09/29/22	REQ23-00023	423 LEGAL FEES	AUG 2022	10/03/22	Paid	Printed	595.00		595.00	
		2023 (000144)	01-0000-0-0000-7110-5815-000-000-00000					237.50			
		2023 (001451)	21-0000-0-0000-8500-5815-000-000-00000					357.50			
Check #	40334677					Check Date	10/05/22	PO#	PO23-00023	Register #	000027
Total Invoice Amount								595.00			
AP Vendor		LESLIE ANDERSON-MILLS (000522/1) 960 RACHEL CT. SAN LUIS OBISPO, CA 93401									
2022/23	09/19/22	REQ23-00033	433 L ANDERSON H&W PAYOUT	OCT 2022	10/03/22	Paid	Printed	791.67		791.67	
		2023 (000238)	01-0000-0-1110-1000-3701-000-000-00000								
Check #	40334686					Check Date	10/05/22	PO#	PO23-00033	Register #	000027
Total Invoice Amount								791.67			

Approval Batch 000435						Bank Account COUNTY - County Bank Account					
Fiscal Year	Invoice Date	Req #	Comment	Payment Id (Trans Batch Id)	Sched	Paymt Status	Check Status	Invoice Amount	Unpaid Sales Tax	Expense Amount	
AP Vendor			CALIFORNIA'S VALUED TRUST H/W (000008/2) ATTN: FINANCE DEPARTMENT P.O. BOX 26300 FRESNO, CA 93729-6300								
2022/23	09/19/22	REQ23-00044	444 STAFF H & W INSURANCE	OCT 2022	10/03/22	Paid	Printed	103,740.55		103,740.55	
		2023 (002068) 01-	- - - - 9571-	- -				103,740.55			
		2023 (002110) 01-	0000-0-0000-0000-	9571-000-000-00000							
Check #	40334676					Check Date	10/05/22	PO#	PO23-00044	Register #	000027
Total Invoice Amount								103,740.55			

AP Vendor			STANDARD (000584/1) P.O. BOX 4664 PORTLAND, OR 97208-4664								
2022/23	09/19/22	REQ23-00008	408 STANDARD EE INS	SEPT 2022	10/03/22	Paid	Printed	335.72		335.72	
		2023 (002068) 01-	- - - - 9571-	- -				335.72			
		2023 (002110) 01-	0000-0-0000-0000-	9571-000-000-00000							
Check #	40334694					Check Date	10/05/22	PO#	PO23-00008	Register #	000027
Total Invoice Amount								335.72			

EXPENSES BY FUND - Bank Account COUNTY			
Fund	Expense	Cash Balance	Difference
01	255,477.60	1,917,968.79-	2,173,446.39-
11	171.49	23,493.41-	23,664.90-
13	14,568.92	29,442.19-	44,011.11-
21	2,357.50	5,445.40-	7,802.90-
Total	272,575.51		

Number of Payments	95	
Number of Checks	61	\$191,305.73
Number of ACH Advice	0	
Number of vCard Advice	0	
Total Check/Advice Amount	\$272,575.51	
Total Unpaid Sales Tax	\$.00	
Total Expense Amount	\$272,575.51	
<hr/>		
CHECK/ADVICE AMOUNT DISTRIBUTION COUNTS		
\$0 - \$99	4	
\$100 - \$499	23	
\$500 - \$999	11	
\$1,000 - \$4,999	13	
\$5,000 - \$9,999	6	
\$10,000 - \$14,999	1	
\$15,000 - \$99,999	2	
\$100,000 - \$199,999	1	
\$200,000 - \$499,999		
\$500,000 - \$999,999		
\$1,000,000 -		
<hr/>		
***** ITEMS OF INTEREST *****		
* Number of payments to a different vendor		
! Number of Prepaid payments		
@ Number of Liability payments		
& Number of Employee Also Vendors		
? denotes check name different than payment name		
F denotes Final Payment		

Report Totals -	Payment Count	95	Check Count	61	ACH Count	0	vCard Count	0	Total Check/Advice Amount	272,575.51
										\$272,575.51